Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of Experts for Business Export Coaching, Institutional (Sector) Development and Market System Development Coaching in the Shea Sector in Nigeria

Publication date: 04 October 2021
Status: Def
Reference: 202108012

Contents

Definition of terms

Contracting authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting authority.
Contractor	The party with which the Tendering authority concludes the Contract.
Contract	The written framework agreement between the Tendering authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Exclusion Criterion	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	Statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the Uniform Single Procurement Document by means of filling in and signing this European Single Procurement Document.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*).
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK)which will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012*)

Data Processing Agreement	An agreement signed by the Tendering authority and the Contractor concerning the processing of personal data by the Contractor.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tendering Document.
Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the CBI project in the shea sector in Nigeria for **two different types of consultants**:

1. Expert for business export coaching for small and medium-sized enterprises (SMEs) and cooperatives in the shea sector
2. Expert for institutional (sector) development and Market System Development (MSD) coaching

The Tendering authority intends to conclude a Contract for every separate lot for a period of 4 years for phase 1. After 3 years, depending on the results achieved until then in phase 1, a 'go/no-go' decision will be taken by CBI on continuing with a second phase, which has an additional duration of 2 years (making the total project duration 6 years). In case of a 'no-go' decision, the project will continue for one more year, and conclude at the end of phase 1 (for a total project of duration 4 years).

You are hereby invited to submit a Proposal for Phase 1 and 2 based on this Tender Document.

1.1 Tendering authority and IUC-EZK

This tendering process is being conducted on the instructions of The Centre for the Promotion of Imports from developing countries (CBI), part of the Netherlands Enterprise Agency (RVO.nl) of the Ministry of Economic Affairs & Climate Policy. The Procurement Office (IUC-EZK) will act as process manager during this tendering process.

1.2 CBI Introduction

The Centre for the Promotion of Imports (CBI) from developing countries is part of the Ministry of Economic Affairs and Climate Policy of the Netherlands. CBI is recognized worldwide as a leading expert in export development.

CBI supports the transition towards inclusive and sustainable economies. CBI focuses on transitions in targeted export sectors in least developed and lower-middle income countries, working towards becoming more inclusive and sustainable. CBI has a bottom-up approach, starting from the perspective of local SMEs, strengthening their competitive position on European and regional (niche / value added) markets for products and services with positive economic, social and environmental impact. CBI operates as a facilitator, broker and partner on multiple levels.

CBI carries out multiple (mostly 4-6) year projects in selected value chains in least developed and lower-middle income countries, targeting in an integrated manner SME exporters, their supporters and influencers such as Business Support Organisations (BSOs), private service providers and government authorities, and European and regional importers. CBI projects promote compliance to Corporate Social Responsibility (CSR) principles.

<u>In general</u>, most CBI projects aim to achieve at least the following results.

Result	***Result description***
Export growth	Sustainable increase of exports to the EU (or regional markets if applicable) by directly and indirectly supported SMEs as a result of the project.
Competent exporters	SMEs that have successfully completed all the export capacity building activities. SMEs that developed and execute a tailor-made export strategy to the European market.

	SMEs that know how to build and maintain a network on the European market. CBI works with a specific progress monitoring tool divided into clusters that indicate the competency to export.
CSR (Corporate Social Responsibility)	SMEs to have their internal and product processes comply with (to be established country-sector specific) CSR standards, in accordance with OECD Guidelines.
Use of services in the Export Enabling Environment.	SMEs use the improved export development and promotion services and products of sector associations, ministries, other trade promotion organisations and private service providers.
System Change	In line with MSD methodology, achieve a system change in which stakeholders reflect and are able to improve continuously.
Public-Private Cooperation	The public and private sector work together in creating an export-friendly environment regarding: • export-friendly policies, laws and regulations for SMEs; • availability of key inputs, technologies and infrastructure for the production process of exporting SMEs; • a better country/sector image abroad.

CBI projects are structured around the following intervention areas:

- Business Export Coaching: With the objective of sustainable export growth of SMEs, CBI will ensure that SMEs will build their export competencies through services in the field of individual coaching, group training, and market entry activities;
- Institutional Capacity Building: Parallel to SME capacity building and awareness raising, CBI will support the relevant parties in improving their service delivery and support a more effective and efficient collaboration;
- Promoting Sector Collaboration: There are multiple issues that cannot be solved by individual actors, issues that require sector collaboration. CBI will support the enabling environment by tackling issues (bottlenecks and opportunities) that require a collective approach at the enabling environment level.

Customizing programs to the local situation is key, tackling those issues that impede sustainable exports to Europe (and regional markets if applicable). That is why CBI works in close collaboration with local governments, business support organisations, sector associations and other expert organisations. CBI works in 30 countries and 14 sectors.

Not only does CBI integrate CSR in its own work, it is also asked from all stakeholders to do so. Furthermore, the United Nations Sustainable Development Goals are very important guidelines as well. CBI contributes directly to:

- Goal # 8 Decent work and economic growth
- Goal # 12 Responsible consumption and production
- Goal # 17 Partnerships for the goals

https://www.un.org/sustainabledevelopment/sustainable-development-goals/

For further information on the CBI, please visit www.cbi.eu

This tender concerns the Implementation Phase of the above shea project in Nigeria. A description related to this assignment can be found from Chapter 2 and onwards. A checklist and other information about how to submit this tender can be found in Chapter 7.

1.3 Reason for this invitation to tender

The overall long-term vision of this project is to contribute to a transition in the Nigerian shea sector; namely that the sector is able to transform to generating high value and sustainably produced shea products for regional and EU markets, generating decent jobs for women and ensuring the long-term sustainability of the sector.

The project's contribution to this long-term vision is to enable a group of Nigerian frontrunner SMEs and cooperatives to establish themselves on the EU and regional markets with business models focused on shea that is fairly sourced from women producers.

Nigeria is the world's biggest producer of shea nuts, accounting for some 53 percent of the world's output. Despite its huge potential, Nigeria's shea industry lags behind that of neighboring countries with lower shea production. Key factors in this are the lack of processing facilities, substandard processing capabilities, fragmentation of sector stakeholders and a lack of supporting services.

Women are strongly involved in the Nigerian shea industry. They play a role mostly in the collection and early processing stages. Collection is labor intensive, with women picking an average of 13 bags of shea nuts each per season of 54 days. Because shea trees grow in the wild, access is often difficult, and women are exposed to snake bites during collection. Other key challenges at the production stage are the indiscriminate cutting of shea trees (for extra income, or to use as firewood) and the weak organization of female pickers (leading to a weak bargaining position). Some women are organized in female cooperatives, but these groups are dispersed across the country and lack clout and skills necessary to capitalize on their position in the value chain.

As a result of these problems, the majority of Nigerian shea is exported as unprocessed nuts (kernels) and processed into shea butter elsewhere. Problems related to poor infrastructure and logistics also limit the exporting capacity of shea nuts from Nigeria, leaving a significant portion of Nigerian shea un-exported or unused.

The project's aim is to improve the position of women in the shea sector in Nigeria, who are mostly active in the first stages of the value chain (shea nut picking, kernel extraction). To achieve this, SMEs and cooperatives will be the point of entry of the project. CBI will work with selected 'frontrunners', who are willing and able to build structural linkages with their female suppliers, establishing partnerships that ensure quality supply for the frontrunner, and a better price for the supplier. The women producers are the project's intended point of impact.

The sector faces considerable challenges, many of which reinforce each other and are difficult to change (e.g. processors have difficulty improving their quality as long as they do not have access to markets for quality products, while importers are not interested in sourcing shea from Nigeria as long as the quality is not consistent). The aim of this project is to pilot a sustainable alternative to the way business is currently being done (i.e. low value exports mostly to neighbouring countries, low value capture by women at the beginning of the chain). The aim of this project is to showcase that there are viable alternatives, and learn how to best approach this by engaging different stakeholders (importers in the EU, local SMEs, female cooperatives) in new initiatives. Key goals of this project are therefore learning and sharing best practices with the sector.

The project will follow a flexible approach, with a phased project design. Phase 1 will have a learning and testing character (expected to take 4 years), while phase 2 will have a scaling character (expected to take 2 years). The build-up of the project will be as follows:

- Phase 1: learning and testing - 4 years
- After 3 years: go/no-go decision regarding a scale-up to phase 2
- In case of a no-go: wrap up of phase 1 (last year of the project) - end of project after 4 years
- In case of a go: launch of phase 2 (2 years) with additional participants and stronger focus on activities to strengthen the enabling environment and developing relevant services

On the basis of the progress achieved in the first 3 years of the project, a go/no-go-decision will be taken by CBI on continuation with Phase 2 of the project. In case of a no go decision, CBI will communicate a motivation that the project will not be continued after phase 1 and the that framework agreement will end.

Before continuing the project with Phase 2, CBI decides first if the expected outcomes have been reached well enough and if enough commitment among the stakeholders has been reached as well.

If it is decided to continue with Phase 2 of the project, the objectives for this phase are to (1) scale-up by engaging a new group of participants (SMEs and/or cooperatives) in the project, and coaching them to implement sustainable business models based upon the lessons learnt during phase 1; and (2) strengthen the enabling environment so that it can support the sector through relevant services, strategies and/or policies. The project ultimately seeks to contribute to a transition in the Nigerian shea sector; namely that the sector is able to transform to generating high value and sustainably produced shea products for regional and EU markets, generating decent jobs for women and ensuring the long-term sustainability of the sector.

The current Tender Document is written for the two different types of Consultants mentioned above:

1. **An expert for business export coaching for small and medium-sized enterprises (SMEs) and cooperatives in the shea sector.** This expert will coach and train Nigerian shea exporting organizations (SMEs and cooperatives) regarding their sourcing and export management processes, and will support them in building stable business relationships with both their suppliers and buyers.
2. **An expert for institutional (sector) development and Market System Development (MSD) coaching.** This expert will provide technical assistance (training, coaching, advice) on sector level, to Business Support Organizations (BSOs). The expert will enhance sector alignment by facilitating the development of sector strategies for branding and export marketing. Moreover, the expert will coach and guide CBI experts and sector stakeholders in effectuating systemic change towards a more sustainable sector, using the principles of the Market System Development (MSD) approach (see www.beamexchange.org). A special focus will be on supporting service providers in developing relevant services for the sector.

1.4 Time frame

The schedule below applies to this tendering process.

04 October 2021	Issuing of publication, start of tendering period.
28 October 2021	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions) and the Data Processing Agreement.
04 November 2021	Issuing of Memorandum of Information
15 November 2021 – 9.00 CEST	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
17 December 2021	Announcement of the award of the Contract.
07 January 2022	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
07 January 2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
10 January 2022	Starting date of Contract.

If – in the opinion of the Tendering authority – circumstances provide cause to do so, the Tendering authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2. Description of assignment

2.1 Description and objective of the assignment

The objective of this project is to enable a group of Nigerian frontrunner SMEs and cooperatives to establish themselves on the EU and regional markets with business models focused on shea that is fairly sourced from women producers.

Connected to this are the following expected long-term outcomes:

- Long-term outcome 1: **Female shea producers have improved their position on income and working conditions**
- Long-term outcome 2: **Exporting organizations (SMEs and cooperatives) export added-value and sustainably produced shea products to the EU and regional market**
- Long-term outcome 3: **The sector has a vision for its future competitiveness, and service providers develop services to support this**

For Phase 1, the following results connected to the long-term outcomes have been defined:

- Long-term outcome 1:
    - *After 3 years:*
        - At least 80% of the participating exporting organizations have signed an agreement with their suppliers (female shea producers), incorporating price and health and safety requirements
    - *By the end of phase 1:*
        - At least 80% of the female producer groups involved in the project have health and safety measures in place
        - The average price paid by exporting organizations to female producer groups for shea has increased (exact target to be set following baseline research)
- Long-term outcome 2:
    - *After 3 years:*
        - At least 80% of the participating exporting organizations have recorded progress on their export marketing plan
        - At least 70% of the participating exporting organizations have a partnership with a European importer for the sourcing of fairly produced shea products
        - At least 70% of the participating exporting organizations have become certified
        - At least 70% of the exporting organizations implement supply chain traceability measures
        - At least 80% of the participating exporting organizations have recorded progress on their Corporate Social Responsibility (CSR) action plan
    - *By the end of phase 1:*
        - The value of export of sustainable shea products has increased (exact target to be set following baseline research)
        - The participating exporting organizations have created new decent jobs (exact target to be set following baseline research)
        - The participating exporting organizations have taken specific actions to improve the situation of their suppliers (female shea producers)
- Long-term outcome 3:
    - *After 3 years:*
        - A sector branding strategy and a sector export marketing plan (SEMP) have been developed
        - Service providers support emerging sector needs by delivering at least 3 improved or new services
    - *By the end of phase 1:*
        - Sector stakeholders show commitment to implementing the SEMP by approving a corresponding action plan and budget

- The newly developed services receive a good Net Promoter Score (NPS)

In case of a go-decision, during Phase 2 these results will be further supported:

- Long-term outcome 1:
  - Same targets as for phase 1, but for a new group of participants
- Long-term outcome 2:
  - Same targets as for phase 1, but for a new group of participants
- Long-term outcome 3:
  - At least 90% of the targets set in the action plan of the SEMP are achieved
  - Effective collaboration in the sector, e.g. through the establishment of a multi-stakeholder platform
  - 2-4 sector specific policies/standards/norms are adapted or developed
  - 3-6 service providers deliver improved or new services for the sector

In case of a no go decision the project will not continue after phase 1 and the framework agreement will end.

Before continuing the project with phase 2, CBI decides first if the expected outcomes have been reached well enough and if enough commitment among the stakeholders has been reached as well.

CBI is continuously developing its methodologies regarding project development and implementation and will focus more and more on bringing about systemic changes in sectors in order to set in motion a transformation towards more sustainable and inclusive sectors. In this respect the Market System Development (MSD) approach was chosen as an interesting approach for CBI project development and implementation. In this project, CBI would like to test the opportunities, possible benefits and possible limitation of the MSD approach.

Besides this "learning" objective, the project seeks to achieve tangible results. Above all to support the development of sustainable business service delivery models that address the needs of Nigerian shea businesses that seek to export and which are actually used by these businesses during and after the project's ending.

The MSD approach seeks to address the root causes of why markets fail in order to make systemic changes that support lasting inclusive growth. The MSD approach is used by various international cooperation organizations as the guiding principle of their project development and implementation processes, mainly in agricultural sectors. The key objective of the approach is to anchor the project's interventions in the sector, to support the development of financially sustainable service delivery models by actors in the market system. For detailed information on MSD, including best practices please see www.beamexchange.org.

For this project using the MSD-methodology will mean that the project will play (as much as possible) a facilitator role instead of an implementer (direct delivery) role, to facilitate market actors and local institutions to find and develop solutions and services that address a particular constraint/opportunity instead of the services being provided by CBI (or other donor organizations). As part of the MSD approach, CBI intends not to become part of the system, but thinks about an exit strategy from the beginning. Our goal is that these services will be focussed on the long-term and be sustainably set-up.

2.2. Target Group and Beneficiaries

The target group for the activities under Lot 1, **Expert for business export coaching for small and medium-sized enterprises (SMEs) and cooperatives in the shea sector**, of this tender consists of:
- Nigerian shea producers (SMEs and cooperatives)
- European buyers

The target group for the activities under Lot 2, **Expert for institutional (sector) development and Market System Development (MSD) coaching**, of this tender consists of:
- All stakeholders in the shea sector in Nigeria, especially Business Support Organisations (BSOs) and (potential) business development service providers
- The CBI project team, consisting of Experts and CBI staff

2.3 Target Market

The target markets for this project are countries in the EU and EFTA that demand shea products, with a focus on sustainable products that are made under decent working conditions.

2.4 Integrated approach

CBI projects seek to support the transformation to more resilient, sustainable and inclusive sectors in our target countries. CBI projects are as much as possible customized to the local situation, addressing those issues that impede sustainable export to Europe. CBI implements its projects on both export business level (Business Export Coaching - BEC) and institutional level, the so called export enabling environment (EEE). The scope of this tender includes both areas. In this project principles of the MSD approach will be applied where possible.

About Business Export Coaching (BEC)
CBI will support exporting organizations (SMEs and cooperatives) in establishing more structural relationships with their suppliers, to ensure a stable and consistent quality of the raw materials, and in connecting to export markets (specifically the niche of importers that have interest in fairly produced shea products). The focus of the coaching will be on helping the exporting organizations fulfil the key requirements prior to export (such as quality, certification and traceability). It is important for Nigerian shea exporters to position themselves as reliable business partners and build stable relationships with importers. It is expected that importers will pay a premium for improved quality that is produced under fair labour conditions. In that way, export is used as a means to address the issues at the production level of the value chain.

The BEC-assistance will include:

- *Individual export coaching:* Export coaching will be provided to a group of selected exporting organizations (SMEs and cooperatives), who comply with certain selection criteria (related to their potential on the European market, as well as their need for support). Each selected exporting organization will receive individual coaching from a CBI Business Export Coaching (BEC) expert specifically assigned to the company. This coaching – on a confidential basis – will focus on the implementation of the action plan made during the company assessment phase. Writing an Export Marketing Plan will be an element in this. CBI will be sending the consultant on technical assistance missions. These missions take place throughout the whole project. The intensity varies from one to three times a year, depending on the number of issues per company/group. These missions will focus on output areas like quality, marketing and branding, CSR, certification and human resources. Besides the missions, the consultant will provide distant coaching by Skype, Zoom, Webex, email, phone, etc. In CBI's new strategy the aim is to reduce the environmental footprint as much as possible. Therefore, as much as possible, coaching and training will be done from a distance through digital means.

- *Group training:* Training sessions on location and preferably online will be organized for all participating companies to train their management and staff in sector-wide issues in the scope of quality, marketing and branding, CSR, certification and human resources output areas. The CBI project includes (Phase 1 and 2 combined) amongst others the following thematic sessions: market access requirements, sustainability, effective trade fair participation, online marketing and sustainable sourcing. For several thematic sessions specialized trainers outside the scope of this tender may be contracted by CBI. Where possible, as part of the MSD approach, CBI will also engage Nigerian service providers in the delivery of the capacity-building support.
- *Market entry:* Improved export marketing capacity of SMEs is an important prerequisite to establish direct access to export markets. Focus will be on both physical (e.g. trade fairs in

Europe, buyers' missions) and digital (website and social media) strategies. Market entry activities will take place both in Phase 1 and 2 of the project.

About the institutional/export enabling environment level
The operations of exporting organizations are affected by factors in their environment. Such factors may be either conducive to business and exports, or not. An export enabling environment is a business environment that is favourable to export growth: it positively affects the company's capacity to do business and become a (more) successful exporter. Elements that make up an export enabling environment are for instance:

1. a stable Government and political situation in the country
2. export-friendly policies, laws and (tax) regulations
3. an adequate physical infrastructure (modern roads, ports and airports)
4. efficient and transparent customs facilities
5. sufficient availability and accessibility of financial service providers and credit facilities
6. high-quality service providers, laboratories and certification bodies
7. adequately skilled export coaching human resources
8. sufficient local availability of competitively-priced key inputs for the production of export goods and services
9. a positive image of the country among buyers in the export destination markets

This project will focus on the alignment of the sector in order to create a more optimal export enabling environment.

2.5 Role of the consultants

Hereunder a description of the roles of the various consultants is given. The consultants carry out their work under the direct responsibility of the respective CBI Programme Manager in The Hague, who is in charge of the overall management, monitoring, budget and results of the project. The consultants contracted under this tender will closely work together among each other and with other consultants possibly contracted by CBI outside the framework of this tender, in order to reach the objectives of the project.

Lot 1. Expert for business export coaching for small and medium-sized enterprises (SMEs) and cooperatives in the shea sector

The consultant's main responsibility is to coach and train the Nigerian shea exporting organizations to set up sustainable sourcing and production practices, and improve their export performance on EU markets.

The consultant will do the following:

- Phase 1 and 2: Coach exporting organizations in defining their strategy (Export Marketing Plan), in order to achieve exports of fairly produced shea products on the EU market. The consultant will:
  - Carry out company audits to identify individual needs and capabilities.
  - Develop action plans together with the companies to develop a vision and action plan on their long-term positioning and make the necessary improvements on the basis of the audits.
  - Advise the CBI Programme Manager on the amount of coaching and training to be given by the project to each individual company on the basis of its needs and financial capacities.
  - Provide coaching and training to the exporting organizations to make the necessary improvements.
  - Support the exporting organizations in improving their sourcing practices, by concluding agreements with producers (which cover among others the aspects of price, quality, and health and safety)
  - Provide coaching and training to the companies to find and establish business linkages with European buyers.
  - Support in business development by opening up his/her European network to the local companies and connecting them with European importers and other relevant partners

- Advise on implementing innovative processes and adding innovative content to the CBI project
- Assist the exporting organizations selected for participation in developing a CSR roadmap
- Advise the exporting organizations on possible certification
- Advise the exporting organizations on traceability measures
- Assist the exporting organizations selected for participation in an international trade fair, road show or other market entry activity and advise CBI, CBI project partners and participants in their preparations for these events
- Promote the project among European buyers and involve them in the project, share contacts of European buyers and other relevant contacts with CBI and project partners.

The average expected planning for the consultant activities in the project is 3 times a technical assistance mission per year. In between the TAM missions or in case COVID 19 does not allow the consultant to travel, all contact with the stakeholders will be online via Distant Guidance.

Please note: this planning might vary according to the needs of the project, the needs of the companies and external conditions that make international travel difficult. Furthermore, CBI will have a "digital first" strategy which means, that if possible coaching and training will be done online.

Note also that the consultant contracted under lot 1 is expected to work in close collaboration with the consultant contracted under lot 2 to ensure there is alignment between the support provided.

Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments taking into account the above mentioned factors as well as budget considerations.

Lot 2. Expert for institutional (sector) development and Market System Development (MSD) coaching

To facilitate a sector-wide transition towards more fair and sustainable production practices, effective sector coordination and collaboration are a prerequisite.

The role and responsibility of the expert will be to:

- Support the sector stakeholders in designing and implementing relevant strategies (sector branding, sector export marketing)
- Support the development of relevant services for exporting organizations by Nigerian service providers, including Business Support Organizations (BSOs)
- Support effective sector alignment and collaboration, by e.g. facilitating sector roundtables or other multi-stakeholder collaboration platforms

The expert:

- Supports sector stakeholders in working together on strategy development (sector branding, sector export marketing) by facilitating roundtables and joint working sessions. CBI will have a "digital first" strategy which means, that if possible activities will be done online, however it is envisaged that 2 to 3 visits a year might be necessary in order to build a connection with the local stakeholders and providers. (Mainly in Phase 1)
- Supports the sharing of lessons learnt by exporting organizations in the implementation of sustainable and inclusive business models with the wider sector (e.g. during sector roundtables). (Mainly in Phase 1)
- Supports sector stakeholders in working together on the implementation of the strategies (by facilitating action plan and budget development, establishment of a sector collaboration platform if requested by stakeholders). (Mainly in Phase 2)
- Builds and guides coalitions around solution paths with all stakeholders including government organisations, universities, private sector associations, donor organisations and other stakeholders. (Mainly in Phase 2)
- Educates stakeholders and partners on the specific MSD-characteristics of the CBI project and supports alignment to the MSD approach. (Phase 1 and 2)

- Brings in best practices regarding MSD from other sector development projects. (Phase 1 and 2)
- Conducts needs assessment research amongst sector stakeholders to identify service delivery needs of actors in the value chain. (Phase 1)
- Supports the identification of potential service providers to provide solutions for these needs. (Phase 1 and 2)
- Develops opportunity workshops for potential service providers. (Phase 1 and 2)
- Assists in the design and development of potential service delivery models. (Phase 1 and 2)
- Advises CBI on implementation of the project according to MSD-principles. (Phase 1 and 2)
- Monitors and guides the MSD contents of the project approach. (Phase 1 and 2)

The planning for the consultant activities in the project will depend on the needs of the project, the needs of CBI staff and the needs of the companies and external conditions that make international travel difficult (e.g. Covid-19). Furthermore, CBI will have a "digital first" strategy which means, that if possible coaching and training will be done online.

Please note that the consultant contracted under lot 2 is expected to work in close collaboration with the consultant contracted under lot 1 to ensure there is alignment between the support provided.

Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments taking into account the above mentioned factors as well as budget considerations.

2.6 Role of the consultant within the project team

The consultant carries out his/her work under the direct responsibility of the respective CBI Programme Manager(s) in The Hague, who is/are in charge of the overall management, monitoring, budget and results of the project.

The consultant is required to work within a larger team of local and international external experts and service providers, contracted by CBI for specific project activities, as well as with CBI staff (in particular the in The Hague based Programme Manager(s) and Project Officers) and staff and experts of other development partner organisations (donors and the like).

Depending on the needs of the programme other external experts and other service providers, besides those under this tender, will be contracted by CBI.

2.7 Lots

The invitation to tender has been divided into two lots (see table below). By using a mechanism of a general framework agreement and further agreements for specific assignments, it is possible to plan the activities in line with the development of the project and to specify the exact scope at the moment that an expert is needed. Per lot we indicate the number of Contracts (General Framework Agreements) we plan to arrange.

<u>Individual tenderers and firms may submit proposals for more than one lot but can only be awarded one lot</u>.

It is not possible to meet the requirements together if you submit with multiple people for one lot: <u>the expert who is the contact person for the companies and CBI, must meet all requirements independently by him/herself under chapter 3 of the tender document.</u> The other possible consortium partners or subcontractors are supplementary and supportive and do not have to meet all requirements in person.

Lot	Number of framework agreements
1. Expert for business export coaching for small and medium-sized enterprises (SMEs) and cooperatives in the shea sector	1

2. Expert for institutional development, sector alignment and Market System Development (MSD) coaching	1

2.8 Contract Period

The Tendering authority intends to conclude a Contract (General Framework Agreement) for every separate lot for the duration of 4 years. After 3 years a Go / No-Go decision will be taken by CBI on continuation with Phase 2 of the project. This decision will be based on CBI's assessment whether the expected outcomes of Phase 1 (see under 2.1) have been reached well enough and if enough commitment among the stakeholders has been reached. In Case of a Go-decision the Tendering authority has the unilateral option to extend the Contract with a period of 2 years.

The duration of the total contract period is estimated for 6 years because this is the duration of the CBI project in case both Phase 1 and Phase 2 will be executed. It is important for the participating companies and organizations that the executor remains the same throughout the duration of the program.

2.9 Scope of the assignment

The Tendering authority has estimated a total maximum contract value (including optional extension years) in EUR per lot as follows (exclusive of VAT):

Lot	Contract value in EUR (excl. VAT)
1. Expert for business export coaching for small and medium-sized enterprises (SMEs) and cooperatives in the shea sector	total: 600.000 (phase 1: 330.000, phase 2: 270.000)
2. Expert for sector alignment and Market System Development (MSD) coaching	total: 380.000 (phase 1: 250.000, phase 2: 130.000)

The estimated values are an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Tendering authority's expansion or contraction resulting from this, or changes to the Tendering authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Tendering authority will consult with the Contractor.

If the Contractor foresees obstacles in the execution of the assignments within the framework agreement as a result of the Covid-19 crisis, or any other circumstance, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot or cannot be performed to a sufficient extent, the Contracting authority may proceed to immediate termination by means of termination of the Agreement. The Contractor will then receive reimbursement of the costs in the event of cancellation by the Contracting authority in accordance with Article 22.6 of ARVODI 2018.

CBI is concerned about the safety of its staff and of its contracted consultants. This means that the CBI will not allow its staff and consultants to travel on behalf of CBI to regions earmarked as orange (or red) by the Netherlands' governmental travel advice. In case the travel advice changes from yellow to orange when the consultant is on mission, he or she will be asked to return as soon as possible. CBI aims to reduce its environmental footprint. Therefore it will aim to minimize air travel of staff and consultants as much as possible. Guidance should be done as much as possible through digital means. Travel should only be done if this is necessary to safeguard the quality of CBI service provision. In case it is decided travel is necessary, but safety conditions make it impossible to travel, the option of digital assistance should be explored or the mission should be postponed. The final decision on this will be made by the CBI programme manager. The Contractor, including his/her personnel is expected to adhere to the basic rules that apply in the Netherlands or in the country(/ies) concerned (such as use of facemasks, the required distance between people, etcetera) in the execution of the assignment.

3 Requirements to this assignment

This section includes the requirements set by the Tendering authority concerning the requested services and the prices and rates. Per paragraph we indicate which requirements are applicable for which lots.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

The below mentioned requirements apply to all lots or to specific lots when specified otherwise.

3.1 General requirements

For all lots (1 & 2):

- The execution of the assignment must be done by one single expert per lot. Multiple contact persons are not allowed. The reason for this is that one contact point is needed for the companies and for the contact with CBI. The personal approach towards the stakeholders is important in order to optimally fulfil the expert role. If a collaboration is needed to fulfil the suitability requirements, then such collaboration is possible, provided that one single expert in person will remain the contact point for all the stakeholders.

- You are allowed to submit one proposal for multiple lots. But you can win only one lot. It is not possible to meet the requirements together if you submit with multiple people for one lot, the expert who is the contact person for the companies and CBI, must meet all requirements independently by him-/herself under chapter 3 of the tender document. The other possible consortium partners or subcontractors are supplementary and supportive and do not have to meet all requirements in person.

- The role in the assignment from the tenderer and the other possible consortium partners' or subcontractors' needs to be clearly motivated and described in the proposal and described in your answer to the questions (award criteria) as stated in Chapter 5 related to the lot you are tendering for.

- The expert must be able to act fully independent and without any conflict of interest as a representative of CBI in the shea sector in Nigeria. This entails, among others, that the expert should not be directly or indirectly contracted or employed by (or own) selling parties in Nigeria or importing companies that trade in products covered by this tender from developing countries covered by this tender.

- Provide the amount of examples which is asked in Chapter 5. In case not all examples are provided, less points will be awarded.

- Demonstrable good communication skills in the English language, both spoken and written.

- Proven well-developed intercultural sensitivity skills.

- Strongly developed political awareness and sensitivity.

- Being a team player who can cooperate in diverse team structures (information sharing, conflict solving).

- Reporting skills to communicate on activities, results and project progress.
- Demonstrable coaching and training skills.
- Excellent and proven experience in coaching by using distant guidance techniques like e-mail and online tools like Skype, GoToWebinar, Zoom, WebEx, Teams for both individual meetings as for group coaching (at least one year of experience within the last five years).

3.2 Requirements relating to professional experience and to knowledge (Lot 1 Expert for business export coaching for small and medium-sized enterprises (SMEs) and cooperatives in the shea sector)

- At least five (5) years of experience in the natural ingredients sector in a commercial/ technical or consultancy role during the last ten (10) years.
- Experience with B2B marketing and promotion of natural ingredients in the EU market for at least three (3) years during the last eight (8) years.
- At least two (2) years of experience within the last eight (8) years in individual coaching of natural ingredients producers. The coaching should have included at least the topics of CSR, sustainable sourcing, and marketing to the EU.
- At least 50 hours of experience with conducting trainings and workshops in developing countries in the English language regarding natural ingredients production and trade during the last five (5) years.
- Proven knowledge of the latest trends and developments, distribution channels, and market players in the EU natural ingredients market.
- Proven knowledge of Corporate Social Responsibility issues in the natural ingredients sector.
- Profound knowledge of regulations and buyer requirements, incl. Corporate Social Responsibility in the European natural ingredients sector.
- Up to date knowledge of the structure of the shea sector in Nigeria and the roles of its major stakeholders.
- Proven knowledge of cost price calculation, quotation, terms of payment and price in relation to quality and markets in the natural ingredients business.
- Knowledge about business development, business models, and required management skills for natural ingredients producers.
- Up to date and active network of buyers in the EU natural ingredients market.

3.3 Requirements relating to professional experience and to knowledge (Lot 2 Expert for institutional (sector) development and Market System Development (MSD) coaching)

- Coaching/training/advisory experience in an export enabling environment in the field of export services development for BSOs, such as services on sector export marketing/ promotion/branding and strategy plans, development of services on market intelligence, SME export coaching, market entry activities (at least 120 hours of experience within the last three years).
- At least 120 hours experience in conducting trainings and workshops on site to (business support) organisations and associations in the field of multi-stakeholder participation and sector strategy development in developing countries during the last 5 years.

- Extensive proven knowledge of the Market Systems Development (MSD) approach, its principles, its application in various sectors and contexts, best practices, lessons learnt, its applicability and limitations in various environments.
- At least two (2) years of experience in carrying out projects using the Market Systems Development (MSD) approach in least developed and lower and middle income countries.
- Proven experience with building and guiding coalitions to make systemic changes.
- Extensive proven experience with jointly developing business cases for sustainable service delivery models in least developed and lower and middle income countries in cooperation with potential local clients and service providers.
- Experience with organising interactive digital sessions for larger and smaller groups (webinars, training, workshops) in the English language (at least four sessions during the last three years).
- Proficiency to communicate at different levels with various stakeholders in value chains, in order to build and maintain relations necessary for the project and to represent the CBI interests, both at European and local level.
- Proficiency to build a relationship network with other donor organisations, so that duplication is prevented and planning and thematic alignment is optimal.
- Profound knowledge of models and best practices regarding public-private driven sector development in both developing and developed countries.

3.5 Requirements relating to the prices/rates

- The Tenderer will provide the rate in euro applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- The rates must be in euros and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel and local accommodation expenses. "Local" is in this case the country where the consultant is based. They do not include VAT.
- In case your company is not located in Nigeria, you may, when carrying out assignments in Nigeria, invoice local expenses according the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced following at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (https://icsc.un.org/). This list is updated on a regular basis. DSA is NOT applicable for consultants living in Nigeria.
- **The maximum daily rate for lots 1 and 2 is € 700.- excl. VAT.**
- The tenderer will not submit any zero or negative prices/rates, including for parts of the agreement.
- The rate is fixed for the duration of the framework agreement and cannot be indexed.
- The Tenderer will charge retrospectively based on actual costs and specify daily rate.

3.7 Tax-related requirements (for all lots)

- The Tenderer indemnifies the Tendering authority against any claims from the Dutch Tax and Customs Administration *(Belastingdienst)* or other tax authorities.

- The Tenderer will quote the prices according to the following structure:
  - the amount excluding Dutch VAT and any VAT due outside the EU;
  - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
  - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

- If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Tendering authority within fifteen calendar days of the request to do so.

- You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

- You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

- You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

- Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is **established in the Netherlands** and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).

- If you submit a statement from the tax inspector within 30 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate. You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.

- It is not allowed to charge Netherlands VAT over this amount if the registered office off the contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

3.8 Invoicing requirements (for all lots)

- The payment schedule will be agreed upon in the further agreement.

- You must include a summary of the actual hours/days worked in accordance with the applicable rates.

- **For companies established in the Netherlands only**
  E-invoicing
  The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:
  - The invoicing portal of the Dutch government

- Link with Digipoort
- E-invoicing with your own (accounting) software package through Simpler invoicing
- E-invoicing through a service provider.

See attached "Brochure e-factureren".

For companies not established in the Netherlands

The paragraph concerning E-invoicing does not apply to companies located outside of the Netherlands. Non-Dutch companies can send their invoices in PDF format by email what will be made clear in the further agreement.

3.9 Travel Policy (for all lots)

The following travel policy must be adhered to:

- International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice.
- All flight tickets will be economy class. As for certain reasons (e.g. health) the CBI programme Manager may give permission to fly Business Class when requested. However, in this case the amount to be reimbursed will be that of the price of an Economy Class ticket at the time of booking.
- See: 3.5 Requirements relating to the prices/rates.

3.10 Covid-19 and changes

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Tendering authority's expansion or contraction resulting from this, or changes to the Tendering authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Tendering authority will consult with the Contractor.

If the Contractor foresees obstacles in the execution of the assignments within the framework agreement as a result of the Covid-19 crisis, or any other circumstance, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot or cannot be performed to a sufficient extent, the Contracting authority may proceed to immediate termination by means of termination of the Agreement. The Contractor will then receive reimbursement of the costs in the event of cancellation by the Contracting authority in accordance with Article 22.6 of ARVODI 2018.

CBI is concerned about the safety of its staff and of its contracted consultants. This means that the CBI will not allow its staff and consultants to travel on behalf of CBI to regions earmarked as orange (or red) by the Netherlands' governmental travel advice. In case the travel advice changes from yellow to orange when the consultant is on mission, he or she will be asked to return as soon as possible.

CBI aims to reduce its environmental footprint. Therefore it will aim to minimize air travel of staff and consultants as much as possible. Guidance should be done as much as possible through digital means. Travel should only be done if this is necessary to safeguard the quality of CBI service provision. In case it is decided travel is necessary, but safety conditions make it impossible to travel, the option of digital assistance should be explored or the mission should be postponed. The final decision on this will be made by the CBI programme manager.

The Contractor, including his/her personnel is expected to adhere to the basic Covid-19 rules that apply in the Netherlands or in the country(/ies) concerned (such as use of facemasks, the required distance between people, etcetera) in the execution of the assignment.

4 Requirements concerning the Tenderer

4.1 Introduction

In this section, you can find the requirements set by the Tendering authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it with a handwritten signature, scan it and submit it together with your Tender via TenderNed.

Where a legally valid signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3: 15a of the Civil Code. Please see 7.3.15 of this Tenderdocument.

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part 2;
- the Exclusion Grounds in Part 3 of the 'European Single Procurement Document' that have been selected by the Tendering authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering authority requests it if provisional award is given. **Please note:** The process of applying for a GVA (certificate of conduct) can take several weeks. For information on types of evidence, see Section 2.89 of the Public Procurement Act. http://wetten.overheid.nl/BWBR0032203/2016-07-01 The evidence consists of: 1. Extract of Trade Register (no older than 6 months see §4.3) 2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years) 3. Tax statement (no older than 6 months) The Tendering authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer. **Please refer to https://ec.europa.eu/tools/ecertis/search** **eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.**

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering authority.

By signing Part IV of the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

By signing the 'European Single Procurement Document', the Tenderer declares:

a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
c. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – *only submit it when requested* to do so if provisional award is given): a. Proof of insurance against business risks and/or b. Annual accounts or extracts from the annual accounts if the law in the country in which the Tenderer is established requires publication of annual accounts and/or c. A statement concerning the total turnover and the turnover for the business activity that is the subject of the contract, applicable to at most the last three available book years, depending on the formation date or the date on which the Tenderer commenced his professional activities, to the extent that such turnover figures are available. If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

The Tendering Authority has identified the following core competences per lot, that correspond to the experience in essential aspects of the contract:

Core Competences Lot 1
- Coaching/training/advising natural ingredients exporting organizations on sustainable sourcing - Coaching/training/advising natural ingredients exporting organizations on export management and marketing - B2B marketing and promotion of natural ingredients in the EU market

Core Competences Lot 2
- Supporting sector alignment through sector roundtables and sector strategy development - Carrying out services needs assessments, and supporting local public and private business service providers in developing economically sustainable services - Coaching/training/advising stakeholders towards implementing systemic change

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least **one** reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question. The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The reference assignment must have been executed by the main Tenderer (the lead contact person). The role in the assignment from the lead contact person needs to be clearly described.

The reference assignment must have been executed for an international / development organisation or a European importer and must have been completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment. The role in the assignment from the tenderer and the other possible consortium partners or subcontractors needs to be clearly motivated and described.

Evidence (**do** submit together with the Tender): Provide one reference assignment for the core competences mentioned above. The reference(s) must be signed by the referee (the Contracting authority in question). The reference(s) must be signed by the referee (the client in question). If required, the Contracting Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.3.3 Professional/trade register extract

The Tendering authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

The assessment consists of 3 steps.

a. A maximum of **90 points** can be obtained for your response to the "written" award criteria as described in 5.2.1 up to and including 5.2.3 for lots 1 and 5.2.4 up to and including 5.2.6 for lot 2. The Tenderer must score a minimum of 50 out of the 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
b. Assessment of the prices/rates with a maximum of **10 points**. If the daily rate is higher than € 700.- excl. VAT, the Tender is set aside and excluded from further participation in the tendering process.
c. The maximum total points that can be obtained is **100 points.**

5.2 Quality preferences

In providing your response on the award criteria:

1. Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
2. Relate your answer as much as possible to a position mentioned in your CV. All used examples have to be related to the CV of the consultant who executes the assignment (also in case of a consortium or subcontractor). Please hand in a CV.
3. The role in the assignment from the tenderer and the other possible consortium partners' or subcontractors' needs to be clearly motivated and described in your proposal and your answer to the questions (award criteria) as stated in Chapter 5 related to the lot you are tendering for.
4. Provide the amount of examples which is asked. In case not all examples are provided, less points will be awarded.
5. Describe the answers in your Tender for the award criteria in Chapter 5 in order of the given award criteria.

AWARD CRITERIA:

<u>Lot 1. Expert for business export coaching for small and medium-sized enterprises (SMEs) and cooperatives in the shea sector</u>

5.2.1 Preferences relating to coaching skills on export management related topics

Describe in a concise manner your (and of the whole team you are tendering with like subcontractors/ consortia and other employee's) experience in coaching natural ingredients exporting organizations on improving their processes with a view to exporting to Europe, both on location (physical meeting) and at a distance (phone, email, Skype, Zoom/Webex/GotoWebinar).

Give <u>two examples</u> (in a concise manner) in which you've successfully coached natural ingredients exporting organizations in a lower or middle income country context on improving their export management processes. Describe your approach, the obstacles encountered, critical factors for success and the longer term results.

Please show in your answer at least that you are familiar with the issues and challenges in the export value chain for natural ingredients exporters, your level of relevant experience, and your expertise regarding effective implementation of export marketing.

Max. 30 points available	Assessment aspects:
30	Level of experience in coaching natural ingredients exporting organizations in least developed and lower and middle income countries regarding improving their export management processes with a view to exporting to Europe

5.2.2 Preferences relating to your network among European buyers of natural ingredients

Describe your (and of the whole team you are tendering with like subcontractors/ consortia and other employee's) specific networks in the European markets for natural ingredients Describe your experience in using these networks to strengthen cooperation between European importers and shea producers from lower and middle income countries.

Give one example (in a concise manner) describing your approach and the result.

Max. 30 points available	Assessment aspects:
30	Level of knowledge of natural ingredients networks and experience in using these networks to strengthen cooperation between European importers and natural ingredients producers from least developed and lower and middle income countries.

5.2.3 Preferences relating to coaching skills on sustainable sourcing related topics

Describe in a concise manner your (and of the whole team you are tendering with like subcontractors/ consortia and other employee's) experience in coaching natural ingredients exporting organizations on establishing sustainable relationships with their suppliers, with a view to ensuring a stable and consistent quality of supply and improved conditions for the suppliers, both on location (physical meeting) and at a distance (phone, email, Skype, Zoom/Webex/GotoWebinar). How did you convince companies to establish these sourcing relationships?

Provide one reference example in which you've successfully coached natural ingredients exporters in a lower or middle income country context on implementing sourcing improvements. Describe your approach, the obstacles encountered, critical factors for success and the longer term results.

Max. 30 points available	Assessment aspects:
30	Level of experience in coaching natural ingredients exporting organizations in least developed and lower and middle income countries regarding sourcing improvements and how you convinced exporting organizations to implement sourcing improvements.

Lot 2. Expert institutional (sector) development and Market System Development (MSD) coaching

5.2.4 Preferences relating to coaching/supporting (potential) service providers regarding developing sustainable service delivery models for SMEs or other clients

Describe in a concise manner your (and of the whole team you are tendering with like subcontractors/ consortia and other employee's) experience on coaching/supporting (potential) service providers in least developed or lower or middle income countries regarding developing sustainable business service delivery models for SMEs or other clients.

Give two examples in which you have successfully coached/supported a service provider in a least developed or lower or middle income country in developing a financial sustainable business service. Describe the different steps of your approach, the obstacles encountered, critical factors for success and the longer term impact of the outcome.

Max.30 points available	Assessment aspects:
30	Level of experience in coaching/supporting (potential) service providers regarding developing sustainable service delivery models for SMEs or other clients.

5.2.5 Preferences relating to guiding coalitions of stakeholders towards systemic change

Describe in a concise manner your (and of the whole team you are tendering with, like subcontractors/ consortia and other employees) experience in building and guiding coalitions of stakeholders to implement activities that lead to systemic change, preferably by using the MSD approach.

Provide one example in which you describe your approach, the obstacles encountered, critical factors for success and the longer term impact.

Please show in your answer at least that you are familiar with the issues and challenges to achieve systemic change, and your level of relevant experience.

Max. 30 points available	Assessment aspects:
30	Level of experience in building and guiding coalitions of stakeholders designing activities leading to systemic change. Level of success in reaching proven systemic change.

5.2.6 Preferences relating to coaching of sector stakeholders on sector strategy development

Describe in a concise manner your experience, skills and approach regarding facilitating and coaching multi-stakeholder dialogue groups in developing countries. This relates to your experience in supporting sector transition and development of a sector strategy. How did you bring public-private actors together to develop a joint strategy? Provide one reference example which shows that you have successfully supported and guided the design of a sector strategy in a developing country.

Max. 30 points available	Assessment aspects:
30	Level of experience in facilitating and coaching multi-stakeholder dialogue groups in developing countries using your skills and approach. Level of experience in how you brought public-private actors together to develop a joint strategy. The level of experience in how you supported sector transition and development of a sector strategy.

5.3 Assessment method for qualitative preferences

5.3.1 Assessment of preferences in relation to qualitative preferences

In the list of preferences, the assessment aspects to which the preference relates and the weighting of the preference are indicated.
During assessment, the assessment team will work in accordance with the following scale.

Quality offered	Percentage of maximum number of points for each preference
Excellent, with added value	100%
Very good, with some added value	90%
Good	80%
Very satisfactory	70%
Satisfactory	60%
Reasonably satisfactory	50%
Mediocre, not entirely satisfactory	40%
Very mediocre	30%
Poor, unsatisfactory	20%
Very poor, unsatisfactory	10%
No result	0%

5.3.2 Assessment of preferences in relation to prices/rates

Price	Awarded Points
> € 700	Exclusion from the tender process
€ 700 until €690	0
€ 690 until €680	1
€ 680 until €670	2
€670 until €660	3
€ 660 until €650	4
€650 until €640	5
€ 640 until €630	6
€630 until €620	7
€ 620 until €610	8
€610 until €600	9
€600 and <€600	10

The maximum daily rate is €700, - excl. VAT. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

6 Assessment of the Tender

6.1 Assessment of the Tender’s completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering authority will check whether:

1. all required documents have been provided (see the checklist in the subsection ‘Structure and content of the Tender’ in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer’s own terms and conditions apply);
4. the ‘European Single Procurement Document’ has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender’s compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tenders that do not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5. The assessment of the award criteria consists of 3 steps.

1. Your written responses on the qualitative award criteria are assessed.
   A maximum of 90 points can be obtained for your responses to these award criteria.
   Tenderers who do not meet the minimum number of points of 50 on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of 10 points. If the daily rate is higher than € 700.- excl. VAT, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points.**

6.4 Determination of definitive total score

The Contract will be awarded based on the Most Economically Advantageous Tender principle. The Most Economically Advantageous Tender is the Tender that obtains the highest definitive total score.

The Tenderer’s definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering authority having to award the Contract to more parties than is desired, then the Tendering authority will award the Contract to the Tenderer with the highest final score for the sub criterion:

Lot 1: *5.2.1 Preferences relating to coaching skills on export management related topics*

Lot 2: *5.2.4 Preferences relating to coaching/supporting (potential) service providers regarding developing sustainable service delivery models for SMEs or other clients*

In the event that the highest scoring Tenderers also achieve an equal score for this sub criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document. **For this Tender submit with your Tenderdocument the reference data in 4.3.2 of this Tenderdocument.**

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering authority will only request evidence from the *winning* Tenderer. The Tendering authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering authority will inform every Tenderer of this situation. The Tendering authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the Tender process.

7.2 Time Frame

See time frame in Subsection 1.4.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.

If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Mr. R. Mooijman: Robin.Mooijman@rvo.nl

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult the eHandbook via http://www.tenderned.nl/egids/.

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit http://www.tenderned.nl/eherkenning-en-tenderned-0 for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.4). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering authority

Questions are to be asked via TenderNed. See https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned.

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering authority will decide whether or not to process your question individually.

Answers from the Tendering authority

The Memoranda of Information are an integral part of this Tender document. The Tendering authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least the four months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

7.3.6 Costs of submitting a Tender

The Tendering authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage which (can) occur by not winning this Tender by the decision of the Tendering authority, are at the expense and risk of the Tenderer.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Tendering authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such situations, Tenderers are not entitled to compensation for any costs whatsoever incurred as a result of this tendering process.

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.
In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:
Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
Provisions concerning environmental protection: the Ministry of Infrastructure and Water

Management (www.rijksoverheid.nl).
Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.11 Complaints procedure

If a Tenderer disputes a response given by the Tendering authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.12 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.13 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.4) and it is a final deadline.

In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company. **The Tendering authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close.** Upon registering your organisation, you must add your proposal via TenderNed. **Please note that your Tenderned registration will be final after several days, after you received a registration code which you have to use first.**

- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit https://www.tenderned.nl/cms/english/tenderned-foreign-businesses.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering authority will treat confidentional information provided by the Tenderer with due care.

7.3.14 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering authority's award criteria.	Add to TenderNed
'Prices/Rates' annex	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
Evidence Reference data	4.3.2: Reference data	Add to Tenderned
CV and examples asked at the Award criteria	CV('s), examples. Remember to write your proposal in order of the given award criteria in Chapter 5.	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

7.3.15 Legal signature

A legal signature signifies that the document in question has been signed by a legally authorised representative.

If it is recorded in the professional or trade register that two or more people are only jointly authorised to represent the organisation, then the documents requiring a legal signature must be signed by those two or more people. If any limitations are in place regarding authorisation to represent the organisation, then this must be taken into account.

The 'European Single Procurement Document' must be signed with an original and handwritten signature (hereinafter referred to as: a 'handwritten signature') by the legally authorised representative(s).

The documents bearing the handwritten signature must be scanned and added to your Tender.

Where a legally valid signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3: 15a of the Civil Code.

The Uniform European Tender Document cannot be provided directly from a qualified electronic signature. You can provide the Uniform European Tender Document with a handwritten signature to create a digital PDF printout of the PDF form, with which this digital PDF printout can then be placed with the qualified electronic signature.

The lack of a legally valid signature in principle leads to exclusion from the tendering procedure. If a handwritten signature is missing, you will be given one single opportunity to correct it.

7.3.16 Submission of a Tender in collaboration with other organisations

It is not possible to meet the requirements together if you submit with multiple people for one lot, the expert who is the contact person for the companies and CBI must meet all requirements independently by himself under chapter 3 of the tender document.

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations. In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted. The consortium partners or subcontractors are supplementary and supportive and do not have to meet all requirements in person.

The expert must be able to act fully independent and without any conflict of interest as a representative of CBI in the shea sector in Nigeria. This entails, among others, that the expert should not be directly or indirectly contracted or employed by (or own) selling parties in Nigeria or importing companies that trade in services covered by this tender from developing countries covered by this tender.

The role in the assignment from the tenderer and the other possible consortium partners' or subcontractors' needs to be clearly motivated and described in the proposal and described in your answer to the questions (award criteria) as stated in Chapter 5 related to the lot you are tendering for.

Provide the amount of examples which is asked. In case not all examples are provided, less points will be awarded.

If a Tender is submitted by a principal contractor that does *not* rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor *does* rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

Upon the award of the Contract, the Tendering authority will request – prior to the commencement of the Contract – that the successful principal contractor provides the following information: the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the services.

7.3.17 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).

Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

7.3.18 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.19 Communication and language

During the tendering process, communication with the Tendering authority must be conducted in English.

The Tender must be submitted in English.
Additional documents (such as informational materials etc.) can also be provided in Dutch or English.

During the fulfilment of the contract, communication must be conducted in Dutch or English. Reporting language is English.

7.3.20 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.21 Contract conditions

The draft Contract, Data processing Agreement and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering authority is free to accept or reject the proposed textual amendments. The Tendering authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

7.3.22 Explanation and verification of the Tender

The Tendering authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.3.23 Request for supplementary information concerning the Tender

The Tendering authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

7.3.24 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering authority.

Standstill period
All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interests in relation to the judgement
Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

7.4 Further Agreements within the Contract

An assignment within a Contract is referred to as a Further Agreement.
There will be a yearly assignment with a yearly program within the scope of this Tender.
Additional tasks can be given during the year on the basis of the award criteria in the request for quotation.

Annexes

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

Annex 1: European Single Procurement Document
Annex 2: Prices/Rates
Annex 3: Draft Contracts lot 1, 2, 3
Annex 4: General conditions ARVODI 2018
Annex 5: "Brochure E-factureren Rijksoverheid"
Annex 6: Complaints Procedure
Annex 7: Draft Data Processing Agreement