

Ministry of Economic Affairs
and Climate Policy

Tender Document

**Invitation to tender in accordance with
the European open procedure for a
sustainability expert for the CBI project in
the tourism sector in Zambia.**

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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: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy – 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 (<i>Aanbestedingswet 2012</i>)

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 procurement of the services of a sustainability expert for the CBI project in the tourism sector in Zambia.

You are hereby invited to submit a Tender 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 from developing countries (CBI) is part of the Ministry of Economic Affairs & Climate Policy of the Netherlands. CBI is recognized worldwide as a leading expert in export development and believes trade is a good means to stimulate economic growth and to promote employment. CBI works in selected export value chains, with the objective of bringing about a sustainable and inclusive export increase. By supporting SMEs in developing countries entering the European market, the integration of these countries in the global economy is promoted.

CBI projects extend over a period of several years, during which CBI will improve the export competitiveness of small and medium-sized exporters in developing countries through tailored interventions at company and institutional level. In general, most CBI integrated projects aim to not only achieve sustainable exports to the European market and competent SME exporters, but also compliance to Corporate Social Responsibility (CSR) and a well-functioning export enabling environment for SMEs in developing countries.

The main goal of all CBI projects is to develop specific sectors in specified target countries. Customizing programs to the local situation is key, tackling those issues that impede export to Europe. That is why CBI works in close collaboration with local governments, trade promotion organisations, sector associations and other expert organisations. CBI works in 30 countries and 14 sectors.

[The United Nations Sustainable Development Goals](#) are very important guidelines when executing activities. CBI contributes directly to:

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

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

1.3 Reason for this invitation to tender

The current Tender Document is written to select a consultant to provide support to Zambian tour operators and lodges to conduct responsible business behaviour and to promote sustainable tourism across the Zambian tourism sector. This invitation to tender does not consider separate lots (see 2.4.6 Lots).

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.

1.4 Time frame

The schedule below applies to this tendering process.

29 July 2021	Issuing of publication, start of tendering period.
31 August 2021, 13:00 pm CEST	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).
9 September 2021	Issuing of Memorandum of Information
20 September 2021, 13:00 pm CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering authority.
20 September 2021 up to and including 12 October 2021	Assessment of Tenders.
12 October 2021	Announcement of the award of the Contract.
2 November 2021	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
26 October 2021	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
After 2 November 2021	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

2.2 CBI Integrated Projects in general

The main goal of all our projects is to develop specific sectors in the countries where we work. We customise our projects to the local situation, tackling those issues that impede export to Europe.

To achieve this, we do not just involve small and medium-sized enterprises. We also work with the 'export enabling environment', on an institutional level, which includes governments, trade promotion organisations, sector associations and other expert organisations. Often we help these organisations improve their services. Furthermore we address issues at sector level, by bringing stakeholders together, assist them in prioritising and supporting them in finding and implementing solutions.

When we develop our projects, we work in 4 consecutive steps.

1. Value Chain Selection: which value chain/sector has most potential for export to Europe?
Duration: 6 months
2. Value Chain Analysis and Business Case Development: what are the bottlenecks in this sector and can we help to solve these?
Useful research into the Export Value Chain of this particular program can be found [online](#).
Duration: 10 months
3. Implementation: we connect with external partners and consultants to solve remaining constraints
Duration: 4-6 years
4. Audit and Evaluation: we audit and evaluate each program
Duration: 1-3 months

More information about the four steps and the integrated approach can be [found here](#).

2.3 CBI Project 'Sustainable Tourism Zambia'

2.3.1 Introduction

In 2019 CBI initiated the Sustainable Tourism Project Zambia, because research showed there were opportunities to seize for Zambian tour operators and lodges in the EU market. Furthermore, there was an opportunity to support the Zambian Ministry of Tourism and Arts in the implementation of the recently released Zambia Tourism Master Plan 2018-2038 (ZTMP). In the project, SMEs mainly focus on attracting European (EU, EFTA and UK) customers. However, they are also supported to find customers in regional countries, as well as in the domestic market.

2.3.2 Long-term outcomes

The long-term outcomes for the Sustainable Tourism Zambia project are:

- 1) SMEs increase their number of customers;
- 2) SMEs increase employment;
- 3) SMEs increase exports to the EU (i.e. have more European customers);
- 4) SMEs are export competent;
- 5) Stakeholders have adapted sustainability practices;
- 6) The full spectrum of the Zambian product offer is visible on EU markets, both digitally as well as at market entry activities;
- 7) The Zambian product offer has been increased;
- 8) Stakeholders collaborate in a coordinated manner.

2.3.3 Project participants

Currently, we work with the following organisations:

- 1) SMEs
 - a. 18 Tour operators

- b. 8 Lodges
- 2) Governmental Organisations
 - a. Ministry of Tourism and Arts (MoTA)
 - b. Zambia Travel Agency (ZTA)
- 3) Business Support Organisations
 - a. Hotel and Catering Association of Zambia (HCAZ)
 - b. Zambian Association of Tour Operators (ZATO)
 - c. Tourism Council of Zambia (TCZ)
 - d. Destination Livingstone (DL)

2.3.4 Project design

The project consists of two pillars.

1) Business Export Coaching

The objective of the Business Export Coaching of incoming tour operators and mid-sized lodges in Zambia is to strengthen their capacity and increase their exports to the European market.

A significant number of SMEs in Zambia have export potential, but lack sufficient export marketing knowledge/skills and export capacity in terms of defining their personas, unique selling proposition and promising niche markets. As mentioned above, the project started in 2019 with the objective to attract more European visitors who will spend more time in Zambia. However, due to the current COVID-19 crisis which has hit the tourism industry quite hard worldwide, we have adjusted our targets. We now focus on regaining market share and assisting the SMEs to obtain pre-corona levels of EU export. CBI builds the export competencies of the SMEs through:

- a) *Individual export coaching*: Export coaching will be provided to the group of selected companies, who comply with certain selection criteria (related to their potential on the European market, as well as their need for support). One of the outputs each participating company will produce is the Export Marketing Plan (EMP). Each selected SME receives individual coaching from a CBI sector expert specifically assigned to the company. This coaching – on a confidential basis – focuses on the implementation of the action plan made during the EMP development. To this end, CBI usually sends the consultant on Technical Assistance Missions (TAMs). These missions take place throughout the whole project. The intensity varies from one to two times a year, depending on the number of issues per company/group. Focus areas include (digital) marketing, production, and human resources. However, because of the current travel restrictions, the companies are only supported online and by telephone. We hope to resume the TAMs as soon as possible.
- b) *Group training*: Training sessions on location and online are organised for all participating companies to train their management and staff in sector-wide issues. So far, the companies have been trained on writing an Export Marketing Plan. In addition, other topics might be added, if the need arises.
- c) *Distance Guidance*: Participating companies are also supported on a 1-to-1 basis through online sessions, telephone, e-mail etcetera to discuss progress on the action plan, market entry events and any other topics.
- d) *Market Entry Activities*: Improved export marketing capacity of SMEs is an important prerequisite to establish direct access to export markets. Once this export capacity of the involved companies has been built sufficiently, CBI will facilitate market entry activities to the EU market, e.g. by taking the companies to the different trade fairs (such as ITB and WTM), on roadshows or in virtual trade shows.

All this support to the companies is provided by the Business Export Coach.

As an add-on, the companies are supported in developing a strategy for online marketing, including website design and social media approach. This is done by a separate team of consultants.

The tender at hand comprises a second add-on to the programme in which the companies will be assisted to obtain sustainability certification.

2) Intervention in the Export Enabling Environment

The objective of the interventions in the Export Enabling Environment are to build the capacity of institutions and business support organisations linked to the tourism sector and to support the sector as such to perform better in the international markets.

CBI supports the Export Enabling Environment in four different areas:

- a) Provide technical assistance to the Ministry of Tourism and Arts and its Project Management Unit that will be responsible for driving the execution of the Zambia Tourism Master Plan 2018-2038, adopted in January 2019. This assistance will focus on the formulation of an implementation plan and the guiding and coaching of the PMU regarding the execution thereof.
- b) Support making the Zambian tourism offer more visible on EU markets by developing and implementing a sector branding / export marketing / promotion strategy and plan. The consortium helps to bring in European market knowledge, export promotion knowledge experience from other countries, knowledge about appropriate online- and offline sector marketing tools, and facilitate - as neutral outsiders - the multi-stakeholder in-country dialogue that developing a sector strategy usually requires. The aim of developing a sector export marketing / promotion strategy and plan is to identify priority markets, to understand weaknesses in current international promotion efforts, and to bring the sector stakeholders together behind a common strategy and agenda for the (international promotion of) the sector.
- c) Support destination / product development processes in order to widen the Zambian tourism offer on EU markets. Supporting national and regional (sub-national) stakeholders in product / destination development: Currently, Zambia is mainly seen as an add-on destination and an expensive destination. To make the tourism sector more durable there is a need to increase and diversify the product offer to international markets by developing promising destinations and segments within Zambia. The CBI Project will support destination development - product diversification in sub-destinations of interest to European markets. The Livingstone area has already been identified as the first sub-destination to focus on. The remaining regions are still to be selected.
- d) Promoting collaboration and coordination among the various stakeholders, focussing on specific topics. Coordinated effective collaboration between the various private and public sector stakeholders is key for reaching results. The CBI project therefore, where possible, will focus on creating and/or advising/supporting various Public-Private Working Groups/Task Forces on both national and sub-national levels centred around the above issues of interest regarding the development of the tourism sector.

2.4 The assignment under this tender

2.4.1 Position of the Sustainability intervention in the project

The assignment under this tender is part of the third step of this project: **the implementation phase** (refer to section 2.1).

The scope of this tender assignment is to contribute to both pillars in the project (refer to section 2.2.4):

- 1) Business Export Coaching
- 2) Export Enabling Environment

2.4.2 Target group of the assignment

The target groups for the activities under this tender are:

- Zambian tour operators:
 - 18 Project participants (already selected)
 - 18 non-participants (to be selected)
- Zambian lodges:
 - 8 Project participants (already selected)

- 5 non-participants (to be selected)
- 3-5 Zambian consultants (to be selected)
- Stakeholders in the Zambian tourism industry:
 - Governmental organisations (Ministry of Tourism and Arts (MoTA), Zambian Tourism Agency (ZTA));
 - Business Support Organisations (Zambia Organisation of Tour Operators (ZATO), Hotel and Catering Association of Zambia (HCAZ, Tourism Council Zambia (TCZ) etc.);
 - NGOs;
 - Private enterprises.

2.4.3 Objectives of the assignment

The assignment at hand contributes to long term outcome #5 mentioned in section 2.2.2.

Specifically, this assignment aims to achieve the following results:

- Zambian tour operators achieve Travelife partnership level:
 - 18 Project participants
 - 18 non-participants
- Zambian lodges are ready for certification (exact certification scheme to be determined in collaboration between CBI staff and the sustainability expert):
 - 8 Project participants
 - 5 non-participants
- 3-5 Zambian consultants have been trained to become sustainable tourism coaches (*Please note: the exact number of consultants to train to be determined*);
- Advice has been formulated regarding the suitability of the GSTC guidelines in the Zambian context;
- Contribute to the discussion at sector level to determine whether Zambia wants to promote itself as a sustainable tourism destination (in collaboration with the institutional experts).

2.4.4 Role of the Consultant

The Consultant will be responsible to achieve the objectives as mentioned in section 2.4.3. This will be done by providing support to Zambian tour operators and lodges to conduct responsible business behaviour and to promote sustainable tourism across the Zambian tourism sector. In the Plan of Action (please refer to preference 5.2.6), the tenderer can include activities such as:

- Group training
- Online training
- Coaching
- Distance Guidance
- Strategic conference
- Etc.

The Consultant carries out his/her work under the direct responsibility of the respective CBI Project Managers in The Hague, who are in charge of the overall management, monitoring, budget and results of the project.

2.4.5 Role of the Consultant within the project team

The consultant will be 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 Hague based project managers and project officers). Currently, the team consists of the following consultants, they have already been selected through previous procedures:

- Business Export Coach
- Institutional Experts (consortium of 2 experts)
- Digital Marketing Experts (team of 2 experts)
- Local Experts (one based in Lusaka and one based in Livingstone)

2.4.6 Lots

The invitation to tender has not been divided into lots, because all the activities are linked and together form one framework agreement.

By using a framework agreement, 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 the services of the sustainability expert are required. These required services will be contracted as Further Agreements to this Framework agreement.

2.4.7 Contract Period

The Tendering authority intends to conclude a Framework Agreement for a period of 1.5 years, plus a unilateral option for the Tendering authority to extend the contract with a maximum of one time with 1.5 years.

2.4.8 Scope of the assignment

The Tendering authority has estimated a total contract value of EUR 150.000.- up to a maximum of EUR 250.000,- (exclusive of VAT), depending on the exact scope of the activities.

The estimated value is 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, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot be performed, or to an insufficient 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.

3. Requirements for this assignment

This section includes the requirements set by the Tendering authority concerning the requested services and the prices and rates.

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, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

3.1 General requirements

- G.1. The role of the Tenderer and the other possible consortium partners or subcontractors for the assignments for this framework agreement 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.
- G.2. The expert must be able to act fully independent and without any conflict of interest as a representative of CBI in the tourism sector. This entails, among others, that the expert should not be contracted or employed by (or own) selling parties or importing companies that trade in products/ services covered by this tender from countries covered by this tender.
- G.3. Demonstrable good communication skills in the English language, both spoken & written.
- G.4. Proven well-developed intercultural sensitivity skills.
- G.5. Demonstrable coaching skills.
- G.6. Team player who can cooperate in diverse team structures (information sharing, conflict solving).
- G.7. Demonstrable training skills.

3.2 Requirements relating to professional experience

- P.1. Consulting experience in dealing with common sustainability issues in the tourism sector (at least five years of experience within the last ten years).
- P.2. Consulting experience in obtaining the well-known and commonly used sustainability certifications for SMEs active in the tourism sector (at least three years of experience in the last eight years).
- P.3. Individual coaching/training/advisory as well as group training experience of companies in the field of sustainable business conduct, preferably complemented by experience in developing and implementing individual (sustainability) action plans (at least three years of experience in the last five years).
- P.4. Experience in coaching of companies by using distance guidance techniques like e-mail, WhatsApp and online videoconferencing such as MS Teams and Zoom (at least three years of experience within the last five years).
- P.5. Experience with conducting training courses and workshops in developing countries in the English language (at least 50 hours of experience during the last five years).
- P.6. Experience with sustainability in tourism on a higher (sector/institutional) level, such as promoting sustainable tourism destinations, or experience with sustainability working groups. (at least 3 times during the last 10 years).

3.3 Requirements relating to knowledge

- K.1. Excellent knowledge of the latest trends and developments in the field of sustainability in the tourism sector, including trends in sustainability related to the demand of the EU market.
- K.2. Profound knowledge of the requirements of the well-known and commonly used sustainability certification schemes for SMEs active in the tourism sector, both for tour operators and accommodations.
- K.3. Knowledge regarding the demand and development of sustainable (niche) tourism products.

3.4 Requirements relating to the prices/rates

- R.1. The Tenderer will provide the rate in euro applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- R.2. The rates must 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.
- R.3. In case your company is NOT located in Zambia, you may, when carrying out assignments in Zambia, invoice hotel expenses according to a maximum of € 150.- per day. The reimbursement for local expenses (such meals and transport) is € 75.- per day. Copies of hotel invoices need to be submitted with your invoices; only really incurred costs will be reimbursed, up to the aforementioned maximum of € 150.- per day.
Please note: The above reimbursement of local expenses is NOT applicable in case your company is located in Zambia. In case your company is located in Zambia, you can only include the local expenses when travelling outside the city you are located in. The costs for travelling within the city you are located in must be included in your daily rate.
- R.4. International travel with permission of the tendering authority. International flight tickets can be invoiced separately from the rate. Copies of the airline's invoice need to be included.
- R.5. The Tenderer will not submit any zero or negative prices/rates, including for parts of the agreement.
- R.6. The rate is fixed for the duration of the framework agreement and cannot be indexed.
- R.7. The Tenderer will charge retrospectively based on actual costs and specify daily rate. The maximum daily rate is € 700. - excl. VAT.

3.5 Tax-related requirements

- T.1. The Tenderer indemnifies the Tendering authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- T.2. 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.
- T.3. 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.
- T.4. 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 Tendering 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 Tendering authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Tendering authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- T.5. 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.
- T.6. You indemnify the Tendering 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.
- T.7. 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/her 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.

- T.8. It is not allowed to charge Dutch VAT over this amount if the registered office of the contractor is outside The Netherlands. RVO pays Dutch VAT to the Dutch tax authority.

3.6 Invoicing requirements

- I.1. The payment schedule will be agreed upon in the further agreement.
I.2. You must include a summary of the actual hours/days worked in accordance with the applicable rates.
I.3. **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 registered 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, which will be made clear in the further agreement.

3.7 Travel Policy

The following travel policy must be adhered to:

- Domestic and international flight tickets, as well as hotels must be booked by the expert him/herself and can only be reimbursed if valid receipts are added to the invoice.
- All flight tickets will be economy class.

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'.

Note: Please use the attached PDF form and do not use the module in TenderNed.

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.

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.

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*):

- 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 set the following core competences, which demonstrate experience with essential aspects of the assignment:

Core Competence

The tenderer is capable to independently coach and train SMEs in developing countries in the tourism industry, to apply responsible, sustainable business practices within their own company, in an inspiring and supportive way.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for the core competence 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.

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 of the Tenderer and the other possible consortium partners or subcontractors for the assignments for this framework agreement 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.

Evidence (do submit together with the Tender):

You may not provide more than one reference for each core competence.

The reference must be signed by the referee (the client in question).

If required, the Tendering authority reserves the right to check the accuracy and completeness of the reference and to contact 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 2 steps.

1. 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 5.2.5. 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.

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.

5.2 Quality preferences

In providing your response:

1. Describe the situation, your role, your actions, advise, and results achieved. Mention in which country the intervention took place and, if applicable, whom of the consortium partners/ subcontractors was involved.
2. Relate your answer as much as possible to a position mentioned in your C.V. All used examples have to be related to the C.V. of the consultant who executes the assignment (also in case of a consortium or subcontractor). Please hand in a C.V.
3. Provide the number of examples which is asked. In case not all examples are provided, fewer points will be awarded.
4. Describe the answers in your Tender for the award criteria in this Chapter 5 in order of the given award criteria.
5. Please reply to the questions in a concise manner, taking the structure and numeration of the questions into account.
6. The role of the Tenderer and the other possible consortium partners or subcontractors for the assignments for this framework agreement needs to be clearly motivated and described in the proposal.

5.2.1 Preferences relating to your plan of action and – if applicable – division of tasks

Max. no. of points available	Assessment aspects:
30	Please draft a concise plan of action (As a general guideline we use a maximum of 2 PowerPoint slides. This is a guideline and not an exclusion criterion) on how you plan to achieve the 1 st three objectives mentioned under chapter 2.4.3 of this tender document. Please include a planning, the training subjects, the methodology used and a budget. In case you are planning to execute the assignment with multiple consultants, please add a section explaining the division of tasks. Your proposal will be assessed on its feasibility and suitability for the project.

5.2.2 Preferences relating to coaching SMEs on sustainability related topics

Max. no. of points available	Assessment aspects:
20	Give two examples (in a concise manner) in which you have successfully coached SMEs in a developing country on sustainability related topics, <u>preferably</u> related to acquiring a sustainability certification. Describe your approach, the obstacles encountered and the results achieved. In your answer, please show that you are familiar with the issues and challenges with regard to sustainability in the tourism sector and your level of relevant experience. Added value if this experience was in Sub-Saharan Africa.

5.2.3 Preferences relating to coaching Business Support Organisations or sector associations on sustainability related topics

Max. no. of points available	Assessment aspects:
20	Give two examples in which you have successfully coached a Business Support Organisation or sector association in a developing country on sustainability topics. Describe your approach, the obstacles encountered, critical factors for success and the results achieved. In your answer, please show that you are familiar with the issues and challenges with regard to sustainability in the tourism sector and your level of relevant experience.

5.2.4 Preferences relating to persuasiveness

Max. no. of points available	Assessment aspects:
10	Describe a situation in a concise manner showing you have successfully convinced an SME in a developing country, that was initially hesitant or reluctant, e.g. to make the required changes, to actually implement your advice. Describe your approach, the critical success factors for success and the results achieved.

5.2.5 Preferences relating to being able to work as a team player

Max. no. of points available	Assessment aspects:
10	Give one example in which you have successfully performed as a team player. Describe the situation, your role, your actions and the subsequent results. Please also define the critical factors to successfully work in a team.

5.2.6 Preferences relating to prices/rates (exclusive of VAT)

Max. no. of points available	
10	Amount of the daily rate (maximum of € 700 all-in, excl. VAT)

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 is lower than 520	10 points
Price is 520 up to and including 539,99:	9 points
Price is 540 up to and including 559,99:	8 points
Price is 560 up to and including 579,99:	7 points
Price is 580 up to and including 599,99:	6 points
Price is 600 up to and including 619,99:	5 points
Price is 620 up to and including 639,99:	4 points
Price is 640 up to and including 659,99:	3 points
Price is 660 up to and including 679,99:	2 points
Price is 680 up to and including 699,99:	1 point
Price is 700:	0 point
Your price is higher than max. Price > € 700	Exclusion from the tender process

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, 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. 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 4 steps.

1. Your written responses on the following 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.
3. The total score (written responses + price) will be determined.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded off 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 preference 5.2.2, *Preferences relating to coaching SMEs on sustainability related topics*. 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.

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): Ms A. Ramadhin: andjanie.ramadhin@rvo.nl with a CC to the email address of the deputy contact person Mr Dirk-Jan Zegelaar: dzegelaar@cbi.eu.

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/eqids/>.

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 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 1.3). 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.

7.3.3.1 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.

7.3.3.2 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.

7.3.3.3 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.

7.3.3.4 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.

7.3.3.5 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 take precedence in the event of inconsistencies between the different Memoranda.

7.3.3.6 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).

7.3.3.7 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.

7.3.3.8 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.

7.3.3.9 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.

7.3.3.10 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3) 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 tender proposal via TenderNed.
- 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 confidential information provided by the Tenderer with due care.

7.3.4 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* <u>Note: Please use the attached PDF form and do not use the module in TenderNed.</u>	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) (in a concise manner)	Add to TenderNed

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

7.3.4.1 Legal binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.3.4.2 Submission of a Tender in collaboration with other organisations

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 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.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) 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.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

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.

7.3.4.3 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.

7.3.4.4 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.

7.3.4.5 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.

7.3.4.6 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.

7.3.4.7 Contract conditions

The draft Contract, 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.

7.3.4.8 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.

7.3.4.9 Request for supplementary information concerning the Tender

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

7.3.4.10 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.

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 Contract
- Annex 4: General conditions ARVODI 2018
- Annex 5: "Brochure E-factureren Rijksoverheid"
- Annex 6: Complaints Procedure
- Annex 7: Draft Data Processing Agreement (ARVODI 2018)