Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of an Institutional Consultant for Women's Economic Empowerment in Kenya

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Definition of terms

Tendering authority	Netherlands Enterprise Agency department of the Ministry of Economic Affairs and Climate Policy.
Contracting Authority	The State of the Netherlands, represented by the Minister/ State Secretary 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 Ground	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 European 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) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – 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*)

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.
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 with a focus on Women's Economic Empowerment in Kenya. For this project we are looking for the following type of consultant:

1. **Institutional Consultant for Women's Economic Empowerment in Kenya.**

The project will start in the first quarter of 2022 and will have a maximum duration of 5 years. You are hereby invited to submit a Proposal 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

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 small and medium-sized enterprises (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.

In general, 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.

Public-Private Cooperation	The public and private sector work together in creating an export-friendly environment regarding: 1. export-friendly policies, laws and regulations for SMEs; 2. availability of key inputs, technologies and infrastructure for the production process of exporting SMEs; 3. 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.

This specific project differs from the regular CBI projects. The CBI strategy 2021-2025 highlights the importance of enhancing the (socioeconomic) position of women in target countries. Within the framework of this strategy, new ways are being explored to develop project ideas.

This project is considered a *Gender Transformative project*. This includes working on Power and Agency and a*iming to transform current gender beliefs or relations, because the inequality impedes development of a gender.* In order for women to fully benefit from economic activities, it is important that women have the opportunity to make decisions and have ownership of their resources and profits. On top of that, this project contributes to the creation of decent jobs for women, and the promotion of female entrepreneurship. This is relevant, particularly in times of COVID-19: women are disproportionately affected by the consequences of the pandemic. It is a cross-sectoral project in Kenya and has a specific focus on strengthening the Enabling Environment, meaning all initiatives, services and programmes, that support Women's Economic Empowerment in Kenya.

Customizing projects 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 # 5 Achieve gender equality and empower all women and girls
- 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 CBI, please visit www.cbi.eu

This tender concerns the implementation of the Women Economic Empowerment (WEE) project in Kenya. A description related to this assignment can be found from Chapter 2 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 new project is that *Women entrepreneurs in Kenya have the power to act, through self-confidence, decision-making and capabilities*. Women entrepreneurs and female employees in Kenya will be empowered through the project, due to the coordinated availability of gender responsive business development support services, leading to business growth, increased access to markets, increased export (to the EU and regional markets), and more decent employment opportunities for female employees.

The aim is to strengthen the ability of women to make strategic choices and to translate those choices into action. This will be measured through interventions and monitoring at three levels: self-confidence, decision-making power and capabilities.

Women entrepreneurs in Kenya face various obstacles in their journey to become successful entrepreneurs, scale their businesses and export to international markets. These obstacles range from a lack of access to information, finance, networks and services to lack of skills and knowledge, and are related to underlying root causes, for instance concerning cultural and social norms, the Digital Gender Divide and time poverty due to (unpaid) care work. A considerable amount of women entrepreneurs lack role models and remain small or stop their businesses because of inability to grow. At the same time, many initiatives and programmes in Kenya are taking efforts to address these obstacles. An overview of Business Support Organisations (BSOs) can be found in the BSO Directory for women entrepreneurs, launched by the Kenya Export Promotion and Branding Agency (KEPROBA) with support of the International Trade Centre (ITC).

Stakeholder consultation as part of the project development showed that there is potential for reaching a larger, and more diverse (in terms of size and geographical location), group of women entrepreneurs and aligning business support services according to specific needs of women entrepreneurs. This project aims to reduce fragmentation and improve coordination in the export enabling environment for women entrepreneurs. Specifically for those women entrepreneurs larger than micro-entrepreneurs, currently not benefiting from the existing business support services, with the ambition to scale their business and to create decent employment opportunities, particularly for women employees.

Creating decent employment opportunities in sectors with a high level of female employees may create an alternative for so-called necessity entrepreneurs: those entrepreneurs who would have preferred being employed, for instance because of more stable economic conditions and less risk, but have now become entrepreneurs out of necessity and a lack of opportunities as employees.

The project will focus on a series of interventions in the WEE ecosystem of organizations, initiatives, rules and regulations and will work with a pilot group of SMEs to showcase opportunities.

In phase 1 the CBI project will focus on increasing the internal cooperation and coordination between the various stakeholders in the WEE ecosystem in Kenya. With the aim to reduce fragmentation, increase visibility of the support opportunities, improve lobbying power (speak with one united voice), identify missing business support services and potential for more gender responsive services.

This phase will lay the foundation for improved and gender responsive service delivery for women entrepreneurs in Kenya. It will focus on developing a coherent and effective supporting services structure for the benefit of the various segments of Women Owned Businesses (WOB). In doing this the Market System Development (MSD) approach will be used. The project will support the Platform (and likely a Task Force on improvement of services within the Platform) to carry out a thorough needs assessment within the target group of women entrepreneurs, to make an inventory of existing services for entrepreneurs and assess their gender responsiveness, and identify if any key services are missing. In a next step these needs will be communicated with the various (potential) service providers and jointly (project-platform-service providers) sustainable business models for service provision will be developed and tested.

On the basis of the results/progress achieved in Phase 1 a go/no-go-decision will be taken by CBI on continuation with Phase 2 of the project. Phase 2 will, besides further building on the achievements in Phase 1, have its main focus on supporting pilot projects to provide learning opportunities and show-cases regarding women's economic empowerment, business growth and decent job creation.

The current Tender Document is written for an:

1. **Institutional consultant for Women's Economic Empowerment** This expert will facilitate institutional interventions to guide sector stakeholders in effectuating systemic change towards a gender responsive and inclusive WEE ecosystem (using a systemic and Market System Development approach as a base (https://beamexchange.org/)). A special focus will be on increased coordination in the WEE ecosystem, business development services, research and development throughout the project period.

This project follows a tailor-made, flexible and phased approach responding to the local context and adjusting based on identified needs throughout the project. This implies that additional consultants with specific expertise may be contracted to support the project, for instance in the area of MSD or Business Export Coaching.

1.4 Time frame

The schedule below applies to this tendering process.

5 January 2022	Issuing of publication, start of tendering period.
21 January 2022	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)
4 February 2022	Issuing of Memorandum of Information
16 February 2022	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
16 February 2022 up to and including 2 March 2022	Assessment of Tenders.
7 or 8 March 2022	Interview with Tenderer.
18 March 2022	Announcement of the award of the Contract.
8 April 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.
8 April 2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
15 April 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

As mentioned above, the overall project purpose is that *Women entrepreneurs in Kenya have the power to act, through self-confidence, decision-making and capabilities*. Women entrepreneurs and female employees in Kenya will be empowered through the project, due to the coordinated availability of gender specific support services, leading to business growth, increased export to the EU (and regional markets), and more decent employment opportunities for female employees.

The following Expected Outcomes for Phase 1 of the Project have been defined:

- An (independent) Multi Stakeholder Platform is in place and sustainably hosted
- Platform has formulated roles and responsibilities and defined key priorities
- Platform has formulated strategies and action plans (for task forces) on the key priority areas
- Pilot projects are developed to build and showcase a sustainable business model for women inclusion
- Stakeholders alignment, coordination and dialogue structures are in place and functioning well.
- Stakeholders share a joint vision on the desired state of support of WEE
- Sector stakeholders support a joint strategy to reach the vision.
- Sector stakeholders start carrying out actions according to this joint strategy
- Existing WEE support services are identified and assessed on their gender responsiveness
- Missing WEE support services are identified
- Representatives of Women's organizations have the capacity to lobby and advocate
- A group of Missing Middle WOB are capacitated through Business Export Coaching

The abovementioned expected outcomes are project outcomes and are not the sole responsibility of the consultant selected through this tender procedure. The specific role of the consultant and scope of the assignment is described under 2.5 Role of the consultants

The following Outcomes will be partly reached during Phase 1. In case of a go-decision, during Phase 2 these will be further supported:

- Service providers develop sustainable business models for effective service delivery
- Existing WEE support services are improved and missing ones are developed
- Service providers deliver services at affordable terms for all segments/types of WOB
- The voice of Women's organisations is represented in decision making and policy making
- Additional pilot projects are designed by the platform and rolled out

In case of a no go decision, RVO will communicate a motivation that the project will not be continued after phase 1 and that 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 sufficient commitment among the stakeholders has been reached as well. If decided to continue with Phase 2 of the project, the long-term objectives for this phase are, besides a further strengthening of the achievements in Phase 1:

1. Rules and regulations are gender responsive and are enforced
2. Women Entrepreneurs make use of relevant business services through increased gender responsiveness
3. Women Entrepreneurs scale their business, through the export of products and services, and create decent employment for female employees.

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 future CBI project development and implementation.

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. During project implementation constant monitoring and evaluation will take place by CBI. To facilitate this, indicators on process level will be developed during the implementation phase. 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 of this tender consists of:

- All stakeholders active in the WEE ecosystem in Kenya, especially (potential) business development service providers, women's organisations and women's associations
- Special beneficiaries of this project are the so-called "Missing-Middle". Having special attention for women that are often unreached through donor projects.

2.3 Target Market

Since there are no sectors selected at the start of this project, there are also no specific target markets. However, it is expected that once sectors are determined, the target markets will be countries in the EU and EFTA and regional markets. As long as it contributes to the overall goal of creating opportunities for Women Entrepreneurs to scale their business and create decent employment for female employees.

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 only the enabling environment. In this project principles of the MSD approach will be applied where possible.

About the institutional/export enabling environment level

The operations of (exporting) Women owned companies are affected by factors in the company's 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, specifically for women entrepreneurs.

About Business Export Coaching (BEC)
A significant number of Women Entrepreneurs have potential to increase their export performance, but lack sufficient export marketing knowledge/skills and export capacity in terms of value addition, supply chain management, quality norms & standards and accessing (the right) markets, but also lack power to act, self-confidence, decision-making power, and capabilities. With the objective of increasing international competitiveness and sustainable export growth, CBI will enable them to build their export competencies.

The BEC-assistance will be provided by both local coaches and international coaches. This is not part of this tender, but the contracting procedure will be separate once a group of participants is selected. It will consist of both individual coaching, group training, market entry activities and mentorship.

2.5 Role of the consultant

Hereunder a description of the role of the **Institutional Consultant for Women's Economic Empowerment** is given.

Institutional Consultant for Women's Economic Empowerment
The role and responsibility of the consultant will be to:

- Support and guide the sector stakeholders in designing and implementing strategies and interventions to address underlying causes that hinder women's economic empowerment.

The consultant:

- Organizes and facilitates roundtables and conduct further root cause analysis on the identified obstacles for women's economic empowerment where necessary. 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 service providers (if COVID-19 travel restrictions allow).
- Builds and guides coalitions around solution paths with all key stakeholders including government organisations, women's organisations, private sector associations, donor organisations and other stakeholders.
- Works closely with the other project consultants for overall sector alignment.
- Conducts a further needs assessment research amongst sector stakeholders to identify service delivery needs of women entrepreneurs in Kenya
- Supports the identification of potential service providers to provide solutions for these needs.
- Develops opportunity workshops for potential service providers.
- Assists in the design and development of potential service delivery models.
- Investigates the feasibility and possible sustainability of these models.
- Identifies existing rules and regulations, both formal and informal, that prevent women entrepreneurs (and employees) in having equal development opportunities.
- Facilitates the organization of a more effective (united) lobbying & advocacy effort by women entrepreneurs and employees in order to influence rules and regulations at various levels.

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 related to international travel (e.g. Covid-19). Please refer to the description of the roles above for a general outline. CBI wants to decrease its environmental footprint and has a "digital first" strategy, which means that activities (involving the International CBI Consultants) must be done as much as possible through digital means. Decisions on allocation of activities and topics will be taken by the CBI Programme Manager.

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 project, 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 not been divided into lots, because all the activities are linked and form together one program. 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 an expert is needed.

2.8 Contract Period

The Tendering authority intends to conclude a Contract (General Framework Agreement) for the duration of 1 year and 6 months (Phase 1), including an unilateral option for the Tendering authority to extend the contract with a (maximum) period of 3 years and 6 months (Phase 2).

At the end of Phase 1 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.

The duration of the maximum total contract period is estimated for 5 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 Contractor remains the same throughout the duration of the program.

2.9 Scope of the assignment

The Tendering authority has an estimated maximum total contract value (both phase 1 and 2 together) of **EUR 350.000** (exclusive of VAT).
<u>Please note: this is a maximum amount. The assignment will be executed using further agreements with a description of the specific assignments.</u>

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.

Lot	Contract value in EUR (excl. VAT)
1. Institutional consultant for Women’s Economic Empowerment	Total: 350.000 Estimation per phase: 1. 200.000 EURO (phase 1) 2. 150.000 EURO (phase 2)

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.

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

- 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 consultant must be able to act fully independent and without any conflict of interest as a representative of CBI in Kenya. This entails, among others, that the consultant should not be directly or indirectly contracted or employed by (or own) Women's Organizations in Kenya.

- Demonstrable good communication skills in the English language, both spoken & 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).

- Good reporting skills to communicate on activities, results and project progress.

- 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 and for group coaching (at least two years of experience within the last five years).

- Experience with conducting trainings and workshops in the English language on location and virtually (at least 40 hours of experience during the last five years).

- Demonstrable coaching and training skills.

- The consultant must be able to act flexible and adaptive if the situation requires so.

3.2 Requirements relating to professional experience and knowledge on Institutional development for Women's Economic Empowerment

- Proven Experience with organising roundtables regarding underlying root causes and 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.

- 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.
- Proficiency to build a relationship network with other donor organisations active in the area of women's economic empowerment (including underlying root causes), to ensure coherence and alignment in terms of project interventions.
- Profound knowledge of models and best practices regarding public-private driven sector development in both developing and developed countries.
- Proven knowledge of gender equality, gender mainstreaming, women's work and employment, gender relations in organizational settings.
- Familiar with the basics of the Market Systems Development (MSD) approach.

3.3 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 Kenya, you may, when carrying out assignments in Kenya, 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 Kenya.
- **The maximum daily rate 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.

3.4 Tax-related requirements

- 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.

3.5 Invoicing requirements

- 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.

- **<u>For companies established in the Netherlands only</u>**
  <u>E-invoicing</u>
  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".

  <u>For companies not established in the Netherlands</u>
  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.

3.6 Travel Policy

The following travel policy must be adhered to:

- International flight tickets and hotel must be booked by the consultant 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: 3.3 Requirements relating to the prices/rates.

3.7 Covid-19 and changes

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organizational 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 Ccontracting 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 to provide the quality of service that CBI aims to and safety conditions make it impossible to travel, the in this case second 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.

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 Tendering 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 Tender document.

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.

Evidence (do not submit together with the Tender – *only submit it when requested* to do so if provisional award is given):

a. Appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance 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, that correspond to the experience in essential aspects of the contract:

Core Competences
1. Facilitating sessions related to women's economic empowerment 2. Setting up and moderating roundtable stakeholder meetings and guide coalitions towards systemic change. 3. Coaching and supporting of local public and private business development service providers

By signing the 'European Single Procurement Document', the Tenderer declares that (s)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 (**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).

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 Chapter 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 and the interview as described in 5.2.4. 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 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. <u>Please mention the email address that can be used for the TEAMS interview invite in your CV.</u>
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 this Chapter 5, related to the lot you are tendering for.
4. Provide the number of examples which is asked. In case not all examples are provided, fewer points will be awarded.
5. Describe the answers in your Tender for the award criteria in this Chapter 5 in order of the given award criteria.

AWARD CRITERIA:

5.2.1 Preferences relating to addressing obstacles in the enabling/institutional environment of women's economic empowerment

Describe in a concise manner your experience on addressing and tackling obstacles for women's economic empowerment at the institutional level.

Provide <u>two examples</u> in a least developed or lower of middle income country. Describe the obstacle, and what the steps were to address that issue. Describe the underlying root causes of that obstacle, for instance related to cultural and social norms. Preferably mention an obstacle is related to export, trade or market linkages. Describe your approach and the factors which lead to success.

Added value if you link your answer to gender transformative thinking. Added value if your example was in East-Africa.

Max. points available	Assessment aspects:
25	Level of experience in addressing obstacles in the enabling/institutional environment of women's economic empowerment.

5.2.2. Preferences relating to guiding coalitions of stakeholders towards systemic change.

Describe in a concise manner your experience in building and guiding coalitions of stakeholders to implement activities that lead to systemic change.

Provide two examples in which you describe your approach, the obstacles encountered, critical factors for success and the longer term impact. Describe which actor groups were part of the coalition. Describe also how you dealt with resistance, and how you were successful in bringing stakeholders with different interests together.

Please show in your answer at least that you are familiar with a market systems approach, and inclusiveness (e.g. listening to all voices and ensuring equal representation in decision-making). Show that you are familiar with methods to engage organizations of various sizes and geographical locations. Added value for showing experience with working with women's organizations and guiding coalitions on gender sensitive topics.

Max. points available	Assessment aspects:
25	Level of experience in building and guiding coalitions of stakeholders designing activities leading to systemic change to enhance women's economic empowerment. Level of success in reaching proven systemic change.

5.2.3 Preferences relating to supporting (existing and potential) service providers regarding gender responsive service delivery for women's economic empowerment.

Describe in a concise manner your experience on supporting (potential) business service providers in least developed or lower or middle income countries regarding developing new and improving existing business development support service delivery. With the aim to make them more gender responsive and reach a broader group of SMEs.

Give one example in which you have successfully supported a service provider (public or private) in the field of women's economic empowerment in a least developed or lower or middle income country. Describe in your answer if it was related to the improvement of existing services or support in setting-up new services. Describe the different steps of your approach, the obstacles encountered, critical factors for success and the longer term impact of the outcome.

Added value if you show in your example familiarity with the Market System Development (MSD) approach.

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

5.2.4 Interviews

Upon completion of the written assessment process, every Tenderer who has not been excluded based on the written assessment will be invited for an interview.

The interview will be organised by Microsoft TEAMS with camera and audio. The interview will have a maximum length of 30 minutes. The interview will be in English. We expect that the interview will take place on the date stated in the schedule (chapter 1). The exact time will be communicated a couple days in advance. Please mention the email address that can be used for the TEAMS invite in your CV.

The subject of the questions will be related to your experience and your submitted Tender. The questions will be the same for all Tenderers who have been invited to the interview.

Max. points available	Assessment aspects:
15	Level of which Tenderer convinces he/she understands the described situation and the quality of the approach and given solution(s). The level of convincing power, creativity, concreteness and relevance.

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 (max 10 points)

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. 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.**

Please provide all the number of examples which are asked in Chapter 5. In case not all examples are provided, fewer points will be awarded.

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:

5.2.2 Preferences relating to guiding coalitions of stakeholders towards systemic change.

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 tendering process submit with your Tender the reference data in 4.3.2 of 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): Liesbeth Pepping: liesbeth.pepping1@rvo.nl and Robin 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 your answers 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 process. 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

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.

Individual tenderers and firms may submit proposals for more than one lot and can win more lots (**<u>if the labour capacity is available</u>**) and therefore can be awarded more contracts from this tender.

The consultant must be able to act fully independent and without any conflict of interest as a representative of CBI in Kenya. This entails, among others, that the consultant should not be directly or indirectly contracted or employed by (or own) processing/selling parties in Kenya 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.

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 *<u>does</u>* 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 process. 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 process nor has it restricted fair competition.

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

The Tendering Authority does not consider submission of a Tender for multiple lots to constitute submission of multiple Tenders.

Individual tenderers and firms may submit proposals for more than one lot and can win more lots (**<u>if the labour capacity is available</u>**) and therefore can be awarded more contracts from this tendering process.

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

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.

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 process. 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 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 Framework Agreement Institutional consultant Kenya gender
Annex 4: General conditions ARVODI 2018
Annex 5: “Brochure E-factureren Rijksoverheid”
Annex 6: Complaints Procedure