Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of an Expert on international supply chain sustainability for the Apparel and Home Textiles sector in Egypt

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Contents

Definition of terms

Contracting authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting authority.
Contractor	The party with which the Tendering authority concludes the Contract.
Contract	The written framework agreement between the Contracting 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 Grounds	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 by means of filling in and signing this European Single Procurement Document.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*).
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – 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 (*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.
Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the CBI project in the apparel, home textiles and textiles sector in Egypt for an **Expert on international supply chain sustainability for the Apparel and Home Textiles sector in Egypt.**

You are hereby invited to submit a Proposal for an intended Framework Agreement with one Contractor for an **Expert on international supply chain sustainability for the Apparel and Home Textiles sector in Egypt** 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 is part of the Ministry of Economic Affairs and Climate Policy of the Netherlands. CBI is recognized worldwide as a leading expert in export development.

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

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

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: • export-friendly policies, laws and regulations for SMEs; • availability of key inputs, technologies and infrastructure for the production process of exporting SMEs; • a better country/sector image abroad.

CBI projects are structured around the following intervention areas:

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

Customizing programs to the local situation is key, tackling those issues that impede sustainable exports to Europe (and regional markets if applicable). That is why CBI works in close collaboration with local governments, business support organisations, sector associations and other 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 important guidelines as well. CBI contributes directly to:

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

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

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

This Tender concerns the Implementation Phase of the apparel, home textiles and textiles project in Egypt as described in paragraph 1.3.
A description related to this assignment can be found from Chapter 2 and onwards.
A checklist and other information about how to submit this tender can be found in Chapter 7.

1.3 Reason for this invitation to tender

The overall impact target of this project is to support the transition of the Egyptian textiles sector to a sustainable (people, planet, profit) sector that deploys new business models and innovative production practices. The project's contribution to this longer term impact target is to support the sector in defining a strategy for its long-term positioning on the EU market and initiating the preparations needed for its future competitiveness.

The project will support the Egyptian apparel and (home) textiles sector to:

- produce sustainable and value-added products within the current linear business model
- support a selected group of frontrunners in creating circular business models
- address the key sustainability transition trends affecting the sector

There is considerable potential for Egypt to enhance its exports to the European Union due to the ability to service both small and large order sizes, good quality products, and convenient location close to the EU. However, the country has not been able to package its potential advantages in a clear positioning and accompanying export strategy. Several key obstacles hinder trade with Europe: limited knowledge of international marketing and design, limited EU market knowledge, unsustainable production practices (high levels of water use and pollution, high carbon footprint) and limited value addition.

The current transition taking place in the EU textiles market asks for responsible production for people and planet and heavily relies on innovative solutions, digital support strategies and human skills to sustain these developments. Egypt is currently poorly positioned to live up to these new demands and therefore risks not embarking on the transition in the textiles industry early enough.

To enhance the long-term international competitiveness of Egypt's textiles sector, focusing on value-addition and higher market segments alone no longer seems to suffice. An early engagement in the transition towards more sustainable and value-added and circular production, is important and is therefore the focus of this project.

The project will follow a flexible approach, with a phased project design. This will allow for learning and adjusting along the way. In Phase 1 (first year), the CBI project will focus on creating awareness and desire to address sustainability risks and opportunities in the sector, and on creating plans for this with the sector and participating SMEs based on their current situation, ambitions and change objectives. In Phase 2 (lasting four years), the project will focus on building the capacities and knowledge needed to execute the plans which are developed in phase 1. The specific focus of CBI's support (e.g. sustainable sourcing, circular production, EU sector promotion, etc.) will depend on the strategy defined by the sector in phase 1 and the involvement of the different stakeholders (government, service providers, (inter)national partners) in the implementation of that strategy. This approach will provide the flexibility needed to first build awareness and commitment in the sector and facilitate sector collaboration, and subsequently tailor CBI's support to the priorities defined by the sector, and to the needs expressed by SMEs in relation to those priorities.

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. For the go/no-go decision, CBI will evaluate the commitment and progress made after 1 year with all the stakeholders involved. A shared vision and strategy that is backed up and agreed upon by a formal and written document of the stakeholders for the Sustainable Textiles Dialogue Platform will be the basis for this decision by CBI. In case there is green light to continue, the strategy will be implemented during phase 2.

The current Tender Document is written for recruiting/hiring an **Expert on international supply chain sustainability for the Apparel and Home Textiles sector in Egypt.** The expert will support sector stakeholders in working together on a future vision and strategy regarding the beforementioned sustainability transition as well as positioning the sector on the EU market for sustainable products (sector branding). The expert will facilitate the establishment of a multi-stakeholder dialogue platform for the sector to effectively collaborate. This platform will be in the form of a physical dialogue committee and will generate task forces, who will be working in groups on thematic issues regarding improvement of the sustainability of the export supply chain and positioning of the Egyptian textile sector on the EU market for sustainable products. The expert will identify a suitable Egyptian partner to lead the platform, assist the sector in establishing the task forces, and in having an effective business model in place to implement and monitor it.

1.4 Time frame

The schedule below applies to this tendering process.

7 February 2023	Issuing of publication, start of tendering period.
21 February 2023, 12.00 hrs CET	Closure of the first 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).

28 February 2023	Issuing of the first Memorandum of Information
7 March 2023, 12.00 hrs CET	Closure of the second 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).
15 March 2023	Issuing of the second Memorandum of Information
27 March 2023, 12.00 hrs CET	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
27 March – May 5 2023	Assessment of Tenders.
8 May 2023	Announcement of the award of the Contract.
26 May 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
31 May 2023	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
5 June 2023	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

The overall objective of this project is that the Egyptian Apparel and Home Textiles sector has a strategy for its long-term positioning and is initiating the preparations needed for its future competitiveness.

Connected to this is the following expected long-term outcome:

- **An active and well established public-private multi-stakeholder platform that supports the sustainable transition of the Egyptian apparel and (home) textiles export supply chain, and promotes the positioning of the sector on the EU market.**

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

- A sector vision and strategy has been developed and is supported by key sector public and private sector stakeholders;
- The multi-stakeholder dialogue platform is operational, with a functioning business model and thematic task forces;
- The sector stakeholders show commitment to collaborating in the dialogue platform and implementing the strategy by:
    - Task forces and aligned stakeholders taking a minimum of 3 initiatives to address identified sector challenges or opportunities regarding the improvement of sustainability performance of the export supply chain;
    - Signing of a Memorandum of Understanding (MoU) with partners with targets towards the implementation of the strategy.

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

- Sector stakeholders implement the sector strategy;

- Sector stakeholders promote the Egyptian Apparel and (Home) Textiles sector on the EU market as a sourcing destination for sustainable products and production;
- Multi-stakeholder dialogue platform raises key sector issues and priorities, related to sustainable export supply chains, with relevant stakeholders (policy makers, donors).

CBI is continuously developing its methodologies regarding project development and implementation and will increasingly focus on bringing about long-term changes at a so called systems level (holistic approach) in sectors in order to set in motion a transformation towards more sustainable and inclusive sectors. The project at hand is one of the pilot projects to test the opportunities, possible benefits and possible limitations of a systems level approach for future CBI project development and implementation.

In this project the CBI team / experts will play (as much as possible) a facilitator role instead of an implementer (direct delivery) role, to facilitate market actors and Egyptian institutions to find and develop solutions that address a particular constraint/opportunity instead of the services being provided by CBI (or other donor organizations).
CBI intends not to become part of the market system, but thinks about an exit strategy from the start of the project. Our goal is that project interventions 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 relevant public and private stakeholders in the apparel, home textiles and textiles sector in Egypt which include government organisations, private sector associations, donor organisations and other stakeholders.

2.3 Target Market

The target markets for this project are countries in the EU and EFTA that demand mid-end and high-end textiles (apparel and home textiles), with a focus on sustainably produced products.

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. This project is implemented on two levels. On company (micro) level, a group of 20-25 SMEs producing Apparel and (Home) Textiles products in Egypt will be supported through a Business Export Coaching (BEC) program for which separate sector experts have already been recruited by CBI. This tender concerns the institutional level of the project, aiming to work with stakeholders on a sector/national level, with a focus on supporting the Export Enabling Environment (EEE) to position the Egyptian Apparel and (Home) Textiles sector in the European market.

Both type of experts (BEC and EEE) are supported by an Egyptian Local Expert who will provide a relevant local network and provides logistical and strategic support.

About the institutional/export enabling environment (EEE) level (the scope of this tender)

The operations of (exporting) 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 and fosters sustainable change within the sector: 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 capabilities
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 different stakeholders in the apparel and (home) textiles sector in Egypt in order to create a more sustainable export supply chain towards international markets, with a focus on the EU market. This is needed to propel the sustainable transition of the sector to meet the EU market requirements.

2.5 Role of the expert

The expert carries out its work under the responsibility of the respective CBI Programme Manager in The Hague, who is responsible for the overall management, monitoring, budget and results of the project. The expert contracted under this tender will work closely with other experts contracted by CBI outside the framework of this tender, in order to reach the objectives of the project.

Expert on international supply chain sustainability for the Apparel and Home Textiles sector in Egypt.

To facilitate a sector-wide transition towards more sustainable production practices, effective sector coordination and collaboration are a prerequisite. Connected to this assignment are the long-term outcomes and objectives which are mentioned in paragraph 2.1.

The activities of the expert:
- Support the sector stakeholders with developing a vision and strategy with regard to fostering a sustainable sector and strategically positioning the sector on the EU market.
- Support the sector stakeholders in designing and implementing strategies and interventions to address underlying causes that hinder the export supply chain from becoming more sustainable.
- Support sector stakeholders in working together on a future vision for the sector and a joint strategy to reach this vision (by facilitating roundtables, joint working sessions).
- Identify a suitable partner to host the multi-stakeholder dialogue platform, assists them in establishing the task forces, and in having a business mode in place to implement and monitor it.
- Build and guide coalitions around solution with all stakeholders including government organisations, private sector associations, donor organisations and other stakeholders.
- Inform stakeholders and partners on the CBI project and supports alignment on institutional level.
- Report to CBI on a quarterly basis through written reports and regular committee meetings.
- Develop an annual year plan in December of each year the framework contract is valid for CBI team.

The planning of activities in the framework of the project might vary according to the needs of the companies and other stakeholders and external circumstances like Covid-19. CBI wants to decrease its environmental footprint and has a "digital first" strategy, which means that activities (involving the International CBI experts) must be done as much as possible through digital means. However, it is expected that 2-3 times a year activities require the expert to be physically present in Egypt.

2.6 Role of the expert within the project team

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

The expert will act fully independent and without any conflict of interest as a representative of CBI in the textiles sector in Egypt. This means that the expert should not be directly or indirectly contracted or employed by (or own) selling parties in Egypt or importing companies that trade in products covered by this tender from developing countries covered by this tender.
The expert 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 Programme Manager(s) and Project Officers) and other development organisations (e.g. donors). Depending on the needs of the programme other external experts and other service providers, besides those under this tender, will be contracted by CBI.

2.7 Framework Agreement

By using a mechanism of a general Framework Agreement and Further Agreements for individual assignments, it is possible to plan the activities in line with the development of the project and to specify the exact scope at the moment that an expert is needed. It is expected that there will be around 3 to 4 assignments per year within the framework agreement. However, this is an indication and no rights can be derived from this statement.

2.8 Contract Period

At the end of the Inception Phase (1 year) a go / no-go decision will be taken by CBI on continuation with Phase 2 of the project. In case of a go-decision (see also paragraph 1.3) the Tendering authority has the unilateral option to extend the Contract with a period of 2 times 2 years.

The duration of the total contract period is estimated for 5 years as this is the duration of the CBI project in case both Phase 1 and Phase 2 will be executed. It is important for the participating companies and organizations that the executor remains the same throughout the duration of the program.

2.9 Scope of the assignment

The Tendering authority has estimated a total maximum contract value (including optional extension years) in EUR per phase as follows (exclusive of VAT and including local VAT, taxes and costs):

	Maximum contract value in EUR (excl. VAT and including local VAT, taxes and costs)
Phase 1	75,000
Phase 2	275,000
Total	350,000

The estimated values are an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation. When the maximum contract value for each phase has been reached, no further agreements for individual assignments will be announced.

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

If the Contractor foresees obstacles in the execution of the assignments within the Framework Agreement as a result of the Covid-19 crisis, or any other circumstance, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot or cannot be performed to a sufficient extent, the Contracting authority may proceed to immediate termination by means of termination of the Agreement. The Contractor will then receive reimbursement of the cost 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 experts. This means that the CBI will not allow its staff and experts 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 expert 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 experts 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.

3 Requirements to 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. 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.

3.1 General requirements

- Good communication skills in the English language, both spoken & written.
- Strong persuasive skills.
- Proven well-developed intercultural sensitivity and communication skills.
- Reporting skills to communicate on project activities and results.
- Political awareness and sensitivity.
- Being a team player who can cooperate in diverse team structures (eg information sharing, conflict solving).
- Experience with conducting strategic sessions, coaching sessions and workshops in developing countries, on location and virtually (e.g. online calling).

3.2 Specific requirements related to professional experience and knowledge on international supply chain sustainability for the Apparel and Home Textiles sector in Egypt

- Experience with aligning public and private sector stakeholders in developing countries at sector/national level with the aim to develop a shared vision and strategy and provide guidance with implementation of said strategy.
- Experience with supporting public and private sector stakeholders regarding the transition towards improved sustainability of export supply chains.
- Experience with setting up a multi-stakeholder platform in developing countries.
- Experience in supporting sector stakeholders with their positioning and marketing on the EU market.
- Proficiency to build a relationship network with other donor organisations, so that duplication is prevented and planning and thematic alignment is optimal.
- Experience with public-private driven sector development in developing countries.

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’ (annex 3).

- 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 expert is based. They do not include VAT.

- **In case your company is not located in Egypt**, you may, when carrying out assignments in Egypt, invoice local expenses according the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced at the applicable 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 experts living in Egypt. **In case your company is located in Egypt** you can only invoice the local expenses when travelling to one of the cities of the programme your company is NOT located in, after approval of the CBI Programme Manager, with a fixed rate of €50,- per day (covering meals). In case accommodation is needed you can invoice €70 per night. Local travel expenses can be invoiced based on real expenses (again after approval of the CBI programme manager). The costs for travelling within your own city must be included in your daily rate.

- **The maximum daily rate is € 700.- excl. VAT, including local VAT and taxes and other costs**

- 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 specified 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 a developing country, 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 per assignment will be agreed upon in the Further Agreement.

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

- **For companies established in the Netherlands only**
  <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 Peppol
  - E-invoicing through a service provider.

  See attached "Brochure e-factureren (annex 6)".

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

3.6 Travel Policy

The following travel policy must be adhered to:

- o International flight tickets and hotels must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice.
- o 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.
- o See paragraph 3.3 Requirements relating to the prices/rates.

4 Requirements concerning the Tenderer

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

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

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

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

4.2 Exclusion Grounds
The following Exclusion Grounds are specified in the annex 'European Single Procurement Document' (Annex 1):

- 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 counted from the time of the submission of the Tender**, see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' **no older than 2 years counted form the time of the submission of the Tender**)
3. Tax statement (**no older than 6 months counted form the time of the submission of the Tender**)

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' (Annex 1) (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

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

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

4.3.2 Reference data (technical qualifications)

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

Core Competences
1) Ability to build and guide coalitions between public and private sector stakeholders. 2) Proven experience in sector transition processes.

-

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

- A clear description of each reference assignment so the Tendering authority can easily verify if your description meets the core competence.
- 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.
- Do mention the name of the organisation of the referee, the contact person, his/her e-mail and phone number.

Be aware: 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 (**<u>do submit together with the Tender</u>**): Provide one reference assignment for each of the core competences mentioned above. The reference(s) must be signed by the referee (the Contracting authority in question). Please use Annex 2 "Reference assignments" to describe the 2 reference assignments. 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 5.2.1-5.2.3. 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, including local VAT, taxes and cost, 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 answers as much as possible to a position or examples mentioned in your CV. All used examples have to be related to the CV of the expert who executes the assignment (also in case of a consortium or subcontractor). Submit a CV which includes at least the following components:
    a. Education
    b. Work experience

   Your CV will not be assessed separately but will provide a general impression of your background and abilities vis-à-vis the requirements as described in chapter 3. Please hand in your CV as a separate Document.
3. The role of the Tenderer (and the other possible consortium partners' or subcontractors') in the assignment needs to be clearly motivated and described in your proposal and your answer to the questions (award criteria) as stated in paragraph 5.2.1-5.2.3.
4. Describe you answers in a separate Document per each award criterion.

5.2.1 Preferences related to a possible approach on successfully achieving the long term outcomes of the project as described in this Tender.

Max. no. of points available	Assessment aspects:
30	Describe in a concise manner a step-by-step approach on how you would achieve the long term outcomes for phase 1 of the project as described in chapter 2.1. Your plan of action will be assessed on all topics together as a whole as described in the table in paragraph 5.3 and should at least include the following topics: - General methodology and approach.

	- Overview of main activities. - High-level planning, including milestones. - Team composition and roles. - Describe the two most important risks to persuade stakeholders to follow your advice towards achieving the project outcomes. - Describe the mitigation strategy for the two most important risks mentioned above. Your answer should not exceed 700 words. The high-level planning, including milestones can be put on a separate page and the other topics should not exceed 700 words.

5.2.2 Preferences relating to aligning public and private sector stakeholders at a strategic level regarding the transition towards improved supply chain sustainability and positioning of the sector on the EU market

Max. no. of points available	Assessment aspects:
30 (for each step-by step approach + critical success factors 15 points)	Describe in a concise manner one example of your experience, demonstrating that you worked with public and private sector stakeholders at a strategic level on the transition towards a more sustainable international supply chain and positioning of the sector on the EU market. At least the following topics need to be included: - Step-by step approach on developing and implementing a joint sector vision and strategy with regards to supply chain sustainability at a strategic level. - Define 2 critical success factors for developing and implementing the strategy. - Step-by step approach on positioning the sector as a whole at the EU market. - Define 2 critical success factors for successfully positioning the sector as a whole on the EU market. Your answer will be assessed per step-by step approach and the belonging critical success factors as described in the table in paragraph 5.3 (15 points each). Furthermore, the sector and the country where the example is carried out will be taken into account. You will be awarded a higher score if the example relates to the apparel & (home) textiles sector and is carried out in a developing country. Your answer should not exceed 350 words per step-by step approach. For two step-by step approaches in total not more than 700 words.

5.2.3 Preferences relating to persuasiveness and intercultural sensitivity.

Max. no. of points available	Assessment aspects:

30	Describe one example of your past experience, showing you have successfully convinced a public or private sector organisation in a developing country, *that was initially hesitant or reluctant* to make a required transition, to actually implement your advice. At least the following topics need to be included: - Your approach in convincing the stakeholders to follow your advice. - Define max 2 critical success factors for successfully convincing the stakeholders. - Mention explicitly the way in which you used your diplomatic and intercultural skills to achieve your goals in/with organisations in this situation. Your answer will be assessed on all topics together as a whole as described in the table in paragraph 5.3. Also the sector, country and the approach which is specific for public and private sector stakeholders in the Middle East or North Africa will be taken into account. You will be awarded a higher score if the example relates to the apparel & (home) textiles sector and is carried out in the Middle East/North Africa. Your answer should not exceed 500 words.

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

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

Please fill in annex 3 Prices/rates and add to TenderNed.

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 of the response	**Weighting percentage of the maximum points available per preference**	**Explanation**
Excellent	100%	Tendering authority has a lot of confidence in the capabilities of the Tenderer. The answer is very concrete, specific and complete and gives detailed insight in the abilities of the Tenderer. The answer clearly provides added value. The answer aligns very well to the goals and the requirements of the assignment, and exceeds the expectations of the Tendering authority.
Ample	70%	Tendering authority has confidence in the capabilities of the Tenderer. The answer is reasonably concrete, specific and complete. The answer provides some added value. The

		answer sufficiently aligns to the goals and the requirements of the assignment, but does not exceed the expectations of the Tendering authority.
Fair, not completely satisfactory	40%	Tendering authority has limited confidence in the capabilities of the Tenderer. The answer is not very concrete, specific, is incomplete and/or unclear. The answer provides hardly any value because improvement is possible on various aspects. The answer only aligns in a limited way to the goals and requirements of the Tendering authority.
Very poor, insufficient	10%	Tendering authority does not have confidence in the capabilities of the Tenderer. The answer is not concrete, specific, is incomplete and/or unclear. The answer does not provide any added value to the Tendering authority; improvement is possible on many aspects. The answer does not align to the goals and or requirements of the Tendering authority.

5.3.2 Assessment of preferences in relation to prices/rates

Price	Awarded Points
> € 700	Exclusion from the tender process
€ 700	0
€ 699 until €675	2
€ 675 until €650	4
€650 until €625	6
€ 625 until €600	8
< € 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 provisons have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' (Annex 1) has been completed in full and has been legally signed.

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

The assessment of the award criteria consists of 3 steps.

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

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering authority having to award the Contract to more parties than is desired, then the Tendering authority will award the Contract to the Tenderer with the highest final score for the subcriterion: preferences related to a possible approach in successfully achieving the long term outcomes of the project as described in this Tender (paragraph 5.2.1).

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

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document (for this Tender: submit the reference data required 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' (Annex 1), the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memoranda 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): Mrs. H. Dijkgraaf: herma.dijkgraaf@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.

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 confidential 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
Annex 2	Reference assignments (paragraph 4.3 Reference data)	Fill in, and have the references signed by the referee and add to TenderNed
Award criteria	Your CV as a separate document (see paragraph 5.2) Your answers to the award criteria 5.2.1, 5.2.2 and 5.2.3 in separate documents	Add to TenderNed
'Prices/Rates' annex 3	Prices/rates included in the quotation	Fill in, and add to TenderNed

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

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

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

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

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

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

The Uniform European Tender Document cannot be provided directly from a qualified electronic signature. You can provide the Uniform European Tender Document with a handwritten signature to create a digital PDF printout of the PDF form, with which this digital PDF printout can then be placed with the qualified electronic signature.
The lack of a legally valid signature in principle leads to exclusion from the tendering procedure. If a handwritten signature is missing, you will be given one single opportunity to correct it within 48 hours.

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

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

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

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

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

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

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

7.3.17 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).
Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

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

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

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

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

7.3.19 Communication and language

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

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

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

7.3.20 General terms and conditions

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

7.3.21 Contract conditions

The draft Framework Agreement (annex 4) and the corresponding General Government Terms and Conditions ARVODI-2018 (annex 5) 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 based on the best price-quality ratio.
If CBI decides for a no-go decision after phase 1 no more assignments for a Further Agreement will be given.

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: Reference assignments
Annex 3: Prices/Rates
Annex 4: Draft Framework Agreement
Annex 5: General Government Terms and Conditions ARVODI 2018
Annex 6: “Brochure E-factureren Rijksoverheid”
Annex 7: Complaints Procedure