



Ministry of Economic Affairs
and Climate Policy

Tender Document

**Invitation to tender in accordance with
the European open procedure for the
procurement of experts in business export
coaching and gender for a CBI project in
the dried pineapple sector in Benin**

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Definition of terms

Contracting authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting authority.
Contractor	The party with which the Contracting 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 Criterion	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	Statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the Uniform Single Procurement Document by means of filling in and signing this European Single Procurement Document.
Further Agreement	A written agreement signed by the Contracting authority and the Contractor based on the Contract (framework agreement).
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
Data Processing Agreement	An agreement signed by the Contracting authority and the Contractor concerning the processing of personal data by the Contractor.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who has/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 dried pineapple sector in Benin for **two different types of experts**:

1. Sector expert for business export coaching of SMEs in the dried pineapple sector in Benin targeting the EU market (Lot 1);
2. Gender expert for coaching on decent work development in the dried pineapple sector in Benin (Lot 2).

The project will start with an inception phase. The inception phase will conclude in 31 December 2023. After the inception phase, a go/no-go decision will be taken by CBI on continuing with the second phase, which will have a maximum duration of 60 months. The Tendering authority intends to conclude one contract (framework agreement) for each lot until 31 December 2023 for the inception phase of the project. If after the inception phase the decision is taken to continue to the second phase of the project, the contract can be extended twice for a total of 56 months to cover phase 2 of the project.

You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering authority and IUC-EZK

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

1.2 CBI Introduction

The Centre for the Promotion of Imports from developing countries (CBI) is part of the Ministry of Economic Affairs 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 and 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 four to six) year projects in selected value chains in developing 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.

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, trade promotion organisations, sector associations and other expert organisations. CBI works in [24 countries](#) and [13 sectors](#).

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

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

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

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

This tender concerns the implementation of the dried pineapple project in Benin.

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

Project ambition

The envisaged impact of this project is that:

Female workers in the dried pineapple sector of Benin have decent working conditions and are empowered to advocate for their needs and priorities at company level, as the sector grows in the production and export of high quality dried pineapple to the EU market.

Beyond the duration of this project, the envisaged system change the project makes a contribution towards is the following:

Women in Benin's pineapple processing and exporting sector have a voice and active role. The sector is well-established on the EU market.

Background

When looking at the pineapple drying industry in Benin, the following image emerges: young women do the bulk of the work, but do not get offered decent working conditions. The industry's current access to export markets is relatively weak, and therefore profit margins are slim which results in processors hiring women informally for low wages. Due to the lack of employment opportunities in Benin, these women do not have many other alternatives to choose from and therefore tend to accept the job and conditions given. This means they earn too little to make ends meet, do not have access to any employee benefits or protections, and in many cases need to bring their children to work along with a caretaker.

If the dried pineapple subsector grows, and the processors establish market linkages with importers in well-paying niche markets (e.g. organic, Fair Trade), this would enable them to gradually improve the working conditions they offer: formalizing contracts, improving wages and perhaps exploring alternative childcare options. This project aims to support these companies to establish market linkages in the EU, stimulate them to improve the working conditions offered to the women they employ, and to empower women to advocate for their needs and priorities at company level.

A gender transformative project

This project has been designed with the ambition to achieve *gender transformative* results. Gender transformative interventions "aim to transform current gender beliefs or relations, because the inequality impedes development of a gender". In order for women to benefit from economic activities, it is important that women have the opportunity to take decisions and have ownership of their resources and profits. The table below explains the different categories of gender strategies:

Gender strategy	Women's Economic Empowerment (WEE) aspect	Explanation
Blind	None	Does not take into account gender differences, which could harm and exclude one sex, and aggravates inequalities.
Aware	Access to resources	Accounts for differences in needs of men and women, ensuring that both benefit and that neither of them is harmed. Women need the skills and resources to be able to compete on the international market, and equal and fair access to financial institutions.
Transformative	Power & Agency	Aims to transform current gender beliefs or relations, because the inequality impedes development of a gender. In order for women to benefit from economic activities, it is important that women have the opportunity to take decisions and have ownership of their resources and profits.

Expertise sought

The current tender document is written for the recruitment of two different types of experts:

1. **Lot 1: Sector expert for business export coaching of SMEs in the dried pineapple sector in Benin targeting the EU market.** This expert will coach and train a group of around 5-8 SMEs, focusing on quality, certification, financial management, labour conditions and market linkages. The expert will moreover bring the SMEs together to discuss modalities of cooperation and develop action plans in order to conduct joint export shipments, as most of the companies are too small to export individually.
2. **Lot 2: Gender expert for coaching on decent work development in the dried pineapple sector in Benin.** The expert will drive the work on gender within this project. The expert will assess the needs and priorities of the female workers and work together with the SMEs to design approaches to address those. The expert will provide coaching and training aimed at empowering the women workers and ensuring they advocate for their needs.

Note that besides the above-mentioned consultants, other consultants with specific thematic expertise on topics such as access to finance or sector collaboration can be contracted in separate assignments outside of this tender to support the project implementation. The consultants contracted under this tender will closely work together amongst each other and with other consultants possibly contracted by CBI outside the framework of this tender, in order to reach the objectives of the project.

1.4 Time schedule

The schedule below applies to this tendering process.

19 May February 2023	Issuing of publication, start of tendering period.
1 June 2023	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions) and the Data Processing Agreement.
16 June 2023	Issuing of Memorandum of Information
29 June 2023, 13:00 CET	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
31 July 2023	Announcement of the award of the Contract.
7 August 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
21 August 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.
1 September 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

As stated in chapter 1, the envisaged impact of this project is that:

Female workers in the dried pineapple sector of Benin have decent working conditions and are empowered to advocate for their needs and priorities at company level, as the sector grows in the production and export of high quality dried pineapple to the EU market.

And beyond the duration of this project, the envisaged system change the project makes a contribution towards is the following:

Women in Benin's pineapple processing and exporting sector have a voice and active role. The sector is well-established on the EU market.

Export context

To develop this project, CBI has interviewed SMEs who are currently producing dried pineapple in Benin and have export potential. Areas where these SMEs indicated needing support are:

- certification;
- increasing the dried pineapple production; access to finance/machinery;
- market linkages;
- support to organise co-loading of dried pineapple (e.g. joint training on quality, specifications, finding buyers);
- and support to better help working mothers (e.g. identifying childcare solutions).

These companies currently receive support through the ongoing *Développement de l'Entrepreneuriat dans la Filière Ananas (DEFIA)* project that is being implemented by ENABEL until November 2023. CBI is therefore working closely together with ENABEL (<https://www.enabel.be>).

Through ENABEL, the companies have received support for the procurement of dryers and for the establishment of structural relationships with producer groups by organizing themselves in clusters. They have also been coached on quality requirements for the dried pineapple and have in some cases received certification support. CBI's key contribution will be in now helping the companies to establish market linkages with EU buyers.

Most EU buyers have a preference for sea freight. Sea freight is a challenge for the exporters in Benin for two reasons:

- (1) volume: some exporters are too small to meet the volume requirements for sea freighting individually; and
- (2) logistics: exporters cannot currently guarantee the quality of their product on arrival if it is sea freighted (due to the high transit times).

To enable sea freight exports CBI will:

- address the volume issues by providing support to the smaller exporters so that they can co-load shipments (achieve consistency in quality and a successful collaboration between the parties involved); and
- address the logistical issues by joining conversations that are currently ongoing between ENABEL and a large international shipping company regarding Benin's pineapple exports (fresh and dried). There is potential for direct voyages from Benin to Europe, if a regular pineapple supply can be guaranteed. CBI will add to the efforts to ensure this regular supply can be organised. If specific activities are needed (e.g. at sector level), this can also be considered.

Gender context

The SMEs who are the target of this project (pineapple drying and exporting SMEs) have workforces that consist almost entirely of women. Based on the interviews conducted to develop this project, the following key issues emerged regarding the position and situation of women in the pineapple processing industry:

- *Decent work*: processors all state they are keen to hire women, because they do the work well. An interview with a gender expert working in this sector however also revealed the preference to hire women can also in part be attributed to the fact that they can be paid less than men. In addition to receiving low wages, the women also tend

to do the work informally. The lack of formal contracts means women do not have access to benefits, and for example are not entitled to a pension.

- *Working mothers:* the women who work in these factories are often young, and face the challenge of combining work with taking care of a young family. All processors indicated that they respect the national maternity leave guidelines. When women return to work, in many cases they bring their child(ren) with them, in addition to a relative or friend who can stay with the child while the mother works. All processors indicated they did not have appropriate facilities to accommodate this, and would, if they had the resources, want to have a nursery on site to address this situation.
- *Participation in associations:* associations (and cooperatives) in the pineapple sector are male-dominated. Women are not always encouraged or allowed by their spouses to join, and those who do know very little about the way these bodies work, making it difficult for them to effectively participate or take up leadership roles. An additional obstacle women face relates to the way meetings are organized: often ad-hoc, with a lot of last-minute changes rendering it almost impossible for women to organize themselves (e.g. finding someone to take care of their children while they are away) and attend.

Project structure

The project interventions will focus on three pathways – one targeting the exporting SMEs, one targeting their female workforce, and one that will begin later to promote an uptake of these good practices by more stakeholders in the sector – to achieve this. The three pathways will be running in parallel during the whole project. Pathways 1 and 3 will focus on activities that are related to the experts from both lot 1 and 2. The activities in pathway 2 are only related to the expert from lot 2

Pathway 1: SMEs provide decent working conditions to women as they sustainably export dried pineapple to the EU market (*lot 1 and 2*)

The long-term outcome of this pathway is that SMEs provide decent working conditions to their female workforce (formalization of contracts, and improved wages and benefits, particularly for working mothers). To achieve this, CBI will undertake the following activities:

- Focus group discussions with the SMEs (most of which are male-led) to understand their needs, priorities and challenges in relation to their workforce:
 - The aim is to better understand the challenges these companies face in relation to their workforce (e.g. absenteeism, turnover, other...) in order to identify workable solutions.
 - In addition, the aim is to promote men's engagement and support for the gender and decent work objectives set in the project.
- Coaching of SMEs on quality, certification and business management to meet EU market requirements:
 - ENABEL supports these companies as well. Their focus is on: the procurement of the necessary equipment (dryers), organizing the processing factory appropriately, obtaining certifications (HACCP), meeting Benin's quality control requirements.
 - The support of CBI will build on this, and focus specifically on making the companies export-ready and compliant with EU requirements.
 - For smaller SMEs who are interested in co-loading opportunities (in order to export to the EU market using sea freight), CBI will provide coaching on the opportunities and requirements to do this successfully. This will also be done in collaboration with ENABEL, who have already worked with the companies to harmonize their processing practices and ensure their dried pineapple meets the same specifications. CBI will focus specifically on ensuring the product meets the EU market requirements.
- Coaching and sensibilization of SMEs on gender and decent work issues.
- Support ongoing efforts to facilitate better shipping connectivity between Benin and Europe. CBI will collaborate with ENABEL to ensure a regular supply of pineapple exports can be organized, which would enable the organization of direct voyages from Benin to Europe. CBI's specific role will be further explored during the inception phase, and may also expand further to include activities at sector level to further promote this transition to sea freight exports of Benin's pineapple and pineapple products.
- Market access support to the SMEs. This includes coaching on marketing, as well as market entry activities in order to establish market linkages in the EU.

- Networking activities with EU importers, in order to involve them in the project, make them aware of the Beninese exporters and the work they are doing to export a high quality product while also improving the conditions of female workers.

Through the coaching, the SMEs will develop action plans incorporating the goals they want to achieve (when it comes to exports as well as specifically on gender and decent work), improve their export-ready product offer, and establish market linkages. The increased exports will enable the SMEs to increase their profit margin, enabling them to invest in improving the working conditions of their workers (formalization of contracts, improved wages and benefits). The specific needs and priorities the women workers have in this regard will be defined by them – this is the focus of pathway 2.

Pathway 2: Women workers advocate for their needs (*lot 2 only*)

The long-term outcome of this pathway is that women workers are empowered to advocate for their workplace needs and priorities. The following activities will be undertaken to achieve this:

- Focus group discussions and other sessions with the women workers, to get a clear understanding of their needs and priorities. Some of these sessions have already taken place during the first months of the inception phase, but follow-up and possibly additional sessions will be needed.
 - The outcomes of these sessions are key in defining the focus of the remainder of the interventions – some of the activities and objectives described below may be adjusted, to align better to the needs and priorities defined by the women workers. Ensuring they are in the driver's seat will be key to achieve truly gender transformative results.
- Support to women workers, focusing on self-confidence, on the job training and mentorship.
 - This will be defined more in detail based on the outcomes of the focus group discussions.
- Facilitating discussions at company level regarding the establishment of a worker representation mechanism. The aim would be to create something quite accessible (e.g. the workers electing a few representatives who meet with management every few months) that would enable more engagement, exchange and understanding between management and the workers.

By engaging with the women workers regarding their needs and priorities, training them on self-confidence and facilitating a conversation on the establishment of a worker representation mechanism, the aim is to ultimately have a worker representation in place at all participating SMEs, that functions effectively as a vehicle for women workers to advocate for their workplace needs and priorities. This will ensure the SMEs use their improved profit margin resulting from the increased exports to invest in improved working conditions for women, and that the improvements they implement correspond to the needs and priorities of their female workforce.

Pathway 3: Sector uptake (*lot 1 and 2*)

The specific strategy that CBI will follow to facilitate an uptake of the good practices (regarding decent work for women and exports) by the broader sector will be defined after the inception phase. This will depend on the outcomes of the focus group discussions with the SMEs and with the women workers, and on the initial experiences gained with the sector stakeholders. These will help identify the best strategy to pursue (i.e. how to motivate more stakeholders to follow suit). The initial ideas/options that have been identified are described below. A concrete strategy will be developed after the inception phase and may focus on other stakeholders or aspects.

1. Making best practices visible within the sector
 - CBI would invite participating SMEs to share their experiences and best practices regarding export, quality improvements and the establishment of a worker representation mechanism with other companies in the sector during sector association meetings.
 - This would create awareness among a broader group of SMEs of the opportunities provided by adopting more formal/professional practices (when it comes to exports and to working conditions), leading to more companies following suit, exporting more and providing decent working conditions to their workers.
2. Ensuring sector associations function as a platform for more female engagement in the sector

- The project would explore the interest and opportunities for women to become more active members of the different sectoral associations. This could be the Association Interprofessionnelle de l'Ananas du Bénin (AIAB) which brings together all sector actors; the Fédération Nationale des Coopératives de Transformateurs d'Ananas au Bénin (FENCOTRAB) and/or the Association Nationale des Transformateurs du Bénin (ANATRAB) which represent the pineapple processors; and the Association Nationale des Exportateurs d'Ananas du Bénin (ANEAB) which brings the pineapple exporters together. To encourage more female participation and engagement, CBI would support selected associations to:

- devise a strategy to attract more female members and leaders.
- develop an onboarding training for new female members, which would enable them to more effectively participate in the association, and benefit from the opportunities provided by their membership (e.g. access to information, training, services, etc.).

Associations taking a more active role in recruiting and onboarding women is expected to lead to more active female membership of the associations, where they can also advocate for their needs and priorities. On the whole, the interventions are expected to lead to improved self-confidence and engagement of women in the sector, enabling them to better advocate for their needs and priorities.

Inception phase

The project will start with the inception phase. The inception phase will last until 31 December 2023.

At the end of the inception phase, a decision will be taken on continuation of the project. The criteria for this decision are to be worked out in more detail during the inception phase and based on the findings then. For now, the proposed criteria are:

- The focus group discussions with SMEs and with the female workers give a clear indication of the needs and priorities of both groups, and how these can be met through the project interventions.
- SMEs show willingness to implement improvements in the working conditions for female employees.
- SMEs are willing and able to implement the quality improvements needed to reach the EU market (individually or collectively).
- A strategy can be devised for pathway 3: opportunities have been identified to scale up this project in order to achieve gender transformative results for a broader group of women

In case of a positive decision, the Framework Agreement will be extended for phase 2. Phase 2 will have a maximum duration of 56 months.

2.2 Target Group and Beneficiaries

The target group for the activities under **lot 1, sector expert for business export coaching of SMEs in the dried pineapple sector in Benin targeting the EU market** of this tender consists of:

- Beninese dried pineapple SMEs
- European buyers
- Stakeholders in the (export) enabling environment who can support the dried pineapple SMEs

The target group for the activities under **lot 2 gender expert for coaching on decent work development in the dried pineapple sector in Benin** of this tender consists of:

- Women workers at Beninese dried pineapple SMEs
- Beninese dried pineapple SMEs
- Stakeholders in the gender ecosystem of Benin

2.3 Target Market

The target markets for this project are countries in the EU and EFTA (European Free Trade Association) that demand dried pineapple.

2.4 Role of the experts

Hereunder a description of the roles of the various experts is given.

Lot 1. Sector expert for business export coaching of SMEs in the dried pineapple sector in Benin targeting the EU market

The expert's main responsibility is to coach and train the SMEs in the Beninese dried pineapple sector to improve their export performance on EU markets. The assistance provided will include:

- Individual export coaching to the group of companies that is to be selected by CBI.
- Group training for all participating companies to train their management and staff in sector-wide issues in areas such as gender-sensitive human resources management, financial management and marketing. For several thematic sessions specialized trainers outside the scope of this tender may be contracted by CBI.
- Market entry support. Improved export marketing capacity of SMEs is an important prerequisite to establish direct access to export markets. Focus will be on both physical (e.g. trade fairs in Europe, buyers' missions) and digital (website and social media) strategies.

The expert carries out a business export coaching trajectory to support Beninese dried pineapple SMEs to successfully do business with European markets. The expert will:

1. Carry out export audits at potential participating dried pineapple SMEs and develop action plans to make necessary improvements as identified during the audit together with the SMEs. The auditing and action planning will focus on what is needed to meet the EU market demand and requirements, as well as on export marketing and management issues as discussed with the CBI Programme Manager.
2. Support and coach interested SMEs to conduct joint export shipments. It is expected that this process will have to be heavily guided by the expert in order to take away possible distrust, foster open communication, and achieve harmonization of the product quality of the SMEs.
3. Provide coaching and training to the selected SMEs regarding the necessary improvements as identified during the export audit.
4. Provide coaching and training to the selected SMEs to find and establish business linkages with European buyers.
5. Support in business development by opening up his/her European network to the local SMEs and connecting them with European importers and other relevant partners.
6. Advise on implementing innovative processes and adding innovative content to the CBI project.
7. Assist the companies selected for participation in an international trade fair, road show or other market entry activity and advise CBI, CBI project partners and participants in their preparations for these events.
8. Promote the project among European buyers and involve them in the project, share contacts of European buyers and other relevant contacts with CBI and project partners. It is expected that the joint shipment opportunities will have to be actively marketed among EU importers by the expert.

The average expected planning for the expert activities in the project is one to two times a technical assistance mission (TAM) per year. This estimate applies for the entire Contract period. In between the TAM missions or in case COVID 19 does not allow the expert to travel, all contact with the stakeholders will be online via distant guidance.

Please note: this planning might vary according to the needs of the project, the needs of the participants and external conditions that make international travel difficult. Furthermore, CBI will have a "digital first" strategy which means that, if possible, coaching and training will be done online. Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments taking into account the above mentioned factors as well as budget considerations.

Lot 2. Gender expert for coaching on decent work development in the dried pineapple sector in Benin

The expert:

- Monitors and guides the gender contents of the project approach.
- Advises CBI on the implementation of the project in a way that is gender sensitive and enables the achievement of gender transformative results (as described in chapter 1).
- Educates and builds support among project participants and partners for the gender transformative focus of the project.
- Brings in best practices regarding gender transformative interventions from other projects.
- Conducts research and interprets/builds on research already conducted (through focus group discussions, interviews, sessions with women workers and SMEs and other stakeholders as

relevant) regarding gender and the needs, priorities and obstacles that exist when it comes to achieving decent working conditions for women in the dried pineapple sector in Benin.

- Proposes interventions that CBI can carry out to respond to the needs identified.
- Provides support (e.g. through coaching, training, other) to women workers, focusing on self-confidence, on the job training and mentorship. The exact content of the support will be defined based on the findings of the research conducted (see above).
- Conducts coaching and sensitization activities with the SMEs participating in the project focusing on gender and decent work issues.
- Facilitates discussions at company level regarding the establishment of a worker representation mechanism.
- Identifies and continuously involves suitable partners in Benin who can support the gender work of the project, to ensure the long-term sustainability of the intervention. Provides coaching to these partners if needed.

The gender expert will closely work together with the expert for business export coaching (lot 1) to support the SMEs participating in the project in implementing more gender-sensitive practices. The planning for the expert activities in the project will depend on the needs of the project, but the general expectation is that the expert will carry out approximately 3 to 4 assignments per year. This estimate applies for the entire Contract period. The time frame to carry out these assignments can differ from between a few weeks to a few months.

For all lots:

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. 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 international CBI Experts) 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.

2.5 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 in charge of the overall management, monitoring, budget and results of the project.

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 in The Hague based Programme Manager(s) and Project Officers) and staff and experts of other development partner organisations (donors and the like).

Depending on the needs of the programme other external experts and other service providers, besides those under this tender, can be contracted by CBI, including experts with local knowledge. The expert for business export coaching (lot 1) and the gender expert (lot 2) are expected to coordinate with each other.

2.6 Lots

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

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

Lot	Number of Contracts (Framework Agreements)
1. Sector expert for business export coaching of SMEs in the dried pineapple sector in Benin targeting the EU market	1
2. Gender expert for coaching on decent work development in the dried pineapple sector in Benin	1

2.8 Contract Period

The Tendering authority intends to conclude a Contract (Framework Agreement) for each lot until 31 December 2023, whereafter the contract can be extended twice. The first extension for a maximum of 24 months and the second extension for a maximum of 32 months. The maximum duration of the total Contract period is estimated to be 60 months because this is the duration of the CBI project. It is essential for the participating companies and organizations that the experts remain the same throughout the entire duration of the program.

2.9 Scope of the assignment

The Tendering authority has estimated a total maximum Contract value (including optional extensions) in EUR per lot as follows (exclusive of VAT and including all local VAT and fees):

Lot	Maximum Contract value in EUR (excl. VAT and incl. all local VAT and fees)
1. Sector expert for business export coaching of SMEs in the dried pineapple sector in Benin targeting the EU market	Inception phase: € 50.000 Phase 2: € 250.000
2. Gender expert for coaching on decent work development in the dried pineapple sector in Benin	Inception phase: € 50.000 Phase 2: € 200.000

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

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

Requirements regarding specific work experience or language skills will be reviewed against the expert's CV. You need to include the CV of each expert that will take part in this assignment, in your Tender (paragraph 7.3.15).

3.1 General requirements for both lots

- Multiple contact persons are not allowed. The reason for this is that one and the same contact point is needed for the companies and for the contact with CBI. The personal approach towards the stakeholders is important in order to optimally fulfil the expert role.
- If a collaboration is needed to fulfil the suitability requirements, then such collaboration is possible, provided that: (1) one single expert in person will remain the contact point for all the stakeholders, and (2) the proposed team consists of a maximum of three persons. The preference, however, is for the assignment to be executed by one single expert per lot.
- The expert must be able to act fully independently and without any conflict of interest as a representative of CBI in the dried pineapple sector in Benin. This entails, among others, that the expert should not be directly or indirectly contracted or employed by (or own) selling parties in Benin or importing companies that trade in products covered by this tender from developing countries covered by this tender.
- The expert or team of experts are flexible in their availability because the activities cannot always be planned on fixed days in the week or month.
- Demonstrable advanced communication skills in the French and English language, both spoken and written. Please provide evidence to support your proficiency such as education, certification, or work experience to support, with your cv.
- The official working language for the two lots is French, this includes the contact moments with the companies, women workers and other sector stakeholders. The reporting language to CBI during the assignment is English.
- Proven well-developed intercultural sensitivity skills.
- Strongly developed political awareness and sensitivity.
- Team player who can cooperate in diverse team structures (information sharing, conflict solving).
- Reporting skills to provide feedback to CBI and other stakeholders on mission results and project progress.
- Experience in coaching and facilitating by using distant guidance techniques like e-mail, online meetings using tools like skype and moderating webinars.
- Demonstrable coaching and training skills.

3.2 Requirements relating to knowledge and to professional experience for lot 1: sector expert for business export coaching of SMEs in the dried pineapple sector in Benin targeting the EU market

- Consulting experience in exporting processed fruit to the European market (at least five years of experience of which three in the last five years).
- B2B marketing and promotion (consultancy) experience for exports to the European market, or (consultancy for) imports into the European market of processed fruit (at least three years of experience in the last eight years).

- Individual coaching/training/advisory experience of processed fruit companies in the field of market prospects, production process (incl. environmental, social, quality and safety standards), products, pricing, sales promotion, logistics, communication, export knowledge, market knowledge, R&D capacity, company management, finance (at least three years of experience in the last five years).
- Experience with facilitating joint export shipments.
- Experience with organising a stand at a processed or fresh fruit fair and/or conference, and/or B2B trade missions and/or buyer missions (at least 3 times during the last 10 years).
- Knowledge of the latest supply chain issues in the processed fruit market and related innovations.
- Knowledge of regulations and buyer requirements, including Corporate Social Responsibility (CSR) and certification in the European processed fruits sector.
- Knowledge of relevant aspects related to processed fruit production in developing countries
- Up to date and active network of regional and EU buyers and agents in processed fruit buying markets.
- Experience with moderating, facilitating and conducting trainings and workshops regarding export development on location and virtually (at least 120 hours of experience during the last five (5) years).

3.3 Requirements relating to knowledge and to professional experience for lot 2: gender expert for coaching on decent work development in the dried pineapple sector in Benin

- Proven knowledge of gender equality, gender mainstreaming, women's work and employment, gender relations in organizational settings.
- At least three (3) years of experience in carrying out gender-focused projects.
- Experience with coaching/training of companies and organizations in the field of gender sensitivity and inclusive labour conditions for women.
- Experience with coaching/training of women on self-confidence.
- Proven communication and facilitation skills with varied stakeholders and audiences.
- Proven well-developed intercultural sensitivity skills.
- Proficiency to communicate at different levels with various sector stakeholders, in order to build and maintain relations necessary for the project.
- Team player who can cooperate in diverse team structures (information sharing, conflict solving).

3.4 Requirements relating to the prices/rates for all lots

- The Tenderer will provide the rate in EURO applicable to this assignment by filling in the annex 'Prices/Rates' (annex 2a for lot 1 and annex 2b for lot 2).
- 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 Benin**, you may, when carrying out assignments in Benin, invoice local expenses according to the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced 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 experts living in Benin. **In case your company is located in Benin** 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 for lot 1 is € 700.- excl. VAT.**
- **The maximum daily rate for lot 2 is € 500.- 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.
- DSA is NOT applicable for experts living in Benin. In case your company is located in Benin 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.

3.5 Tax-related requirements for all lots

- The Tenderer indemnifies the Tendering authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- The Tenderer will quote the prices according to the following structure:
 - the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Tendering authority within fifteen calendar days of the request to do so.
- You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Tendering authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Tendering authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Tendering authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 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 Tendering authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 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 60 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.
- If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.
- It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

3.6 Invoicing requirements for all lots

- The Contractor will charge retrospectively based on actual costs and specified daily rate.
- The payment schedule will be agreed upon in the further agreement.
- You must include a summary of the actual hours/days worked in accordance with the applicable rates.

For companies established in the Netherlands onlyE-invoicing

The general terms and conditions that apply to this Contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:

- The invoicing portal of the Dutch government;
- E-invoicing with your own (accounting) software package through Peppol;
- E-invoicing through a service provider.

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 which will be made clear in the Further Agreement.

3.7 Travel Policy for all lots

The following travel policy must be adhered to:

- International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice.
- All flight tickets will be economy class.
- See also: 3.4 Requirements relating to the prices/rates.

3.9 Covid-19 and changes

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

CBI is concerned about the safety of its staff and of its contracted 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, the expert 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, a 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 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 section 7.3.15 of this Tender document.

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the 'European Single Procurement Document' (annex 1a for lot 1 and annex 1b for lot 2):

- 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 closing date of submission of the Tender, see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' - no older than 2 years **counted from the closing date of submission of the Tender**)
3. Tax statement (no older than 6 months **counted from the closing date 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' (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 sufficient level of liability 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 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 closing date 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 for lot 1, and 5.2.4 up to and including 5.2.6 for lot 2. The Tenderer must score a minimum of 18 out of the 30 points that can be obtained on each of these award criteria. If an award criteria is valued with a lower score than 18 points out of the 30 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**. Lot 1: if the daily rate is higher than **€700.- excl. VAT** the Tender is set aside and excluded from further participation in the tendering process. Lot 2: if the daily rate is higher than **€500.- 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

Your answers to the quality preferences should at least contain the following parts. This applies to both lots.

1. Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
2. Relate your answer as much as possible to a position mentioned in your CV. All used examples have to be related to the CV of the 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 as mentioned in paragraph 3.1 and paragraph 3.2 for lot 1, or paragraph 3.3 for lot 2.
 - c. Language skills as mentioned in paragraph 3.1.

The CV's of the experts per lot will not be awarded with points but will provide a general impression of their background and abilities vis-à-vis the requirements as described in chapter 3. Please hand in the CV's for each expert as a separate document per lot and clearly mention to which lot the CV belongs.

3. The role in the assignment taken by the Tenderer and the other possible consortium partners or subcontractors needs to be clearly described and substantiated.
4. Describe the answers for the quality preferences in this Chapter in order of the given quality preferences. Use for each quality preference a separate document.

Lot 1: Sector expert for business export coaching of SMEs in the dried pineapple sector in Benin targeting the EU market

5.2.1 Preferences relating to coaching skills on business and export related topics in the processed fruit sector

Max. 30 points available	Assessment aspects:
30	Describe in a concise manner one example of your (and of the whole team you are tendering with like subcontractors/ consortia and other employees) experience in advising processed fruit companies on improvements in their production and business processes that have led them to export successfully to Europe. Pay attention to at least the following topics: - Step-by-step approach on coaching a processed fruit exporter to develop and implement an action plan with improvements that led to the successful export of their products to Europe. - Describe any obstacles you encountered and how you addressed those obstacles. Your answer should not exceed 700 words. Be aware: if you use more than 700 words, all the extra words will not be taken into account for the assessment. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. You will be awarded a higher score: - the more your answer is concrete, specific and complete, and it gives detailed insight in your abilities; - the more your answer provides added value; - the more your answer aligns to the objective of this assignment; - the more your proposal aligns with the requirements mentioned in paragraphs 3.1 up until 3.2 of this Tender document; - if your example is carried out in a Sub-Saharan African country.

5.2.2 Preferences relating to your network in the European dried fruit sector

Max. 30 points available	Assessment aspects:
30	Describe in a concise manner one example of your (and of the whole team you are tendering with like subcontractors/ consortia and other employees) experience, demonstrating that you can successfully facilitate matches between dried fruit exporters from developing countries and European buyers. Pay attention to at least the following topics: - Describe your specific networks in the various European sourcing markets for dried fruit. - Describe your approach to successful matchmaking, using your network. Your answer should not exceed 700 Words. Be aware: if you use more than 700 words, all the extra words will not be taken into account for the assessment. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. You will be awarded a higher score: - the more your answer is concrete, specific and complete, and it gives detailed insight in your abilities; - the more your answer provides added value;

	- the more your answer aligns to the objective of this assignment; - the more your proposal aligns with the requirements mentioned in paragraphs 3.1 up until 3.2 of this Tender document.
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5.2.3 Preferences relating to a possible approach on coaching of SMEs to conduct joint export shipments

Max. points available	Assessment aspects
30	Draft a concise plan of action on how you (and the whole team you are tendering with like subcontractors/ consortia and other employees) plan to achieve the programme objective of realising joint export shipments by dried pineapple SMEs, as described in chapter 2.1. Your plan of action will be assessed on all topics together as a whole using the table in paragraph 5.3 and should at least include the following topics: - General methodology and approach - Overview of main activities and general planning - Describe the most important risks to persuade SMEs to follow your advice and successfully conduct joint export shipments - Describe the mitigation strategy for the two most important risks mentioned above Your answer should not exceed 1000 words. Be aware: if you use more than 1000 words, all the extra words will not be taken into account for the assessment. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. You will be awarded a higher score: - the more your answer is concrete, specific and complete, and it gives detailed insight in your abilities; - the more your answer provides added value; - the more your answer aligns to the objective of this assignment; - the more your proposal aligns with the requirements mentioned in paragraphs 3.1 up until 3.2 of this Tender document.

Lot 2: Gender expert for coaching on decent work development in the dried pineapple sector in Benin

5.2.4 Preferences relating to coaching of SMEs on gender and decent work

Max. points available	Assessment aspects:
30	Describe in a concise manner one example of your (and of the whole team you are tendering with like subcontractors/consortia and other employees) experience in coaching SMEs regarding gender and decent work. Pay attention to at least the following topics: - Step-by-step approach on coaching an SME regarding gender relations in the workplace and improving the working conditions for women.

	- Describe how you defined the gender priorities with the company, and how you successfully coached and convinced them to implement gender-sensitive changes. - Describe any obstacles you encountered and how you addressed those obstacles. Your answer should not exceed 700 words. Be aware: if you use more than 700 words, all the extra words will not be taken into account for the assessment. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. The country and sector where the example is carried out will be taken into account. You will be awarded a higher score: - the more your answer is concrete, specific and complete, and it gives detailed insight in your abilities; - the more your answer provides added value; - the more your answer aligns to the objective of this assignment; - the more your proposal aligns with the requirements mentioned in paragraphs 3.1 and 3.3 of this Tender document; - if your example is carried out in a Sub-Saharan African country, and if it is carried out in an agricultural processing sector.
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5.2.5 Preferences relating to persuasiveness

Max. points available	Assessment aspects:
30	Describe one example of your past experience, showing you (and the whole team you are tendering with like subcontractors/ consortia and other employees) have successfully convinced a company, that was initially hesitant or reluctant to make the required changes, to actually implement your advice regarding gender. Pay attention to at least the following points: - Your approach in convincing companies to follow your advice regarding gender. - Mention explicitly the way in which you used your diplomatic skills to achieve your goals in this situation. - Describe the challenges which you expect could arise when trying to persuade dried pineapple SMEs in Benin to implement gender and decent work improvements. - Describe your mediation strategy in case these challenges would arise during the project. Your answer should not exceed 700 words. Be aware: if you use more than 700 words, all the extra words will not be taken into account for the assessment. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. The country and sector where the example is carried out will be taken into account. You will be awarded a higher score: - the more your answer is concrete, specific and complete, and it gives detailed insight in your abilities; - the more your answer provides added value; - the more your answer aligns to the objective of this assignment;

	- the more your proposal aligns with the requirements mentioned in paragraphs 3.1 and 3.3 of this Tender document; - if your example is carried out in a Sub-Saharan African country, and if it is carried out in an agricultural processing sector.
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5.2.6 Preferences relating to your experience in coaching women workers

Max. 30 points available	Assessment aspects:
30	Describe in a concise manner one example of your (and of the whole team you are tendering with like subcontractors/ consortia and other employees) experience in coaching women workers with a view to improving their self-confidence and enabling them to advocate for their needs at company level. Pay attention to at least the following topics: - Describe the context, the coaching provided, and the results achieved. - Define two critical success factors for successfully coaching women workers with a view to improving their self-confidence and enabling them to advocate for their needs at company level. - Describe how you will use this experience in this project. Your answer should not exceed 700 words. Be aware: if you use more than 700 words, all the extra words will not be taken into account for the assessment. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. The country and sector where the example is carried out will be taken into account. You will be awarded a higher score: - the more your answer is concrete, specific and complete, and it gives detailed insight in your abilities; - the more your answer provides added value; - the more your answer aligns to the objective of this assignment; - the more your proposal aligns with the requirements mentioned in paragraphs 3.1 and 3.3 of this Tender document; - if your example is carried out in a Sub-Saharan African country, and if it is carried out in an agricultural processing sector.

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
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%

Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.3.2 Assessment of preferences in relation to prices/rates

Please fill in annex 'Prices/Rates' (annex 2a for lot 1 and annex 2b for lot 2) and add to TenderNed.

Lot 1:

Price	Awarded Points
> € 700	Exclusion from the tender process
€ 691 up to and including € 700	0
€ 681 up to and including € 690	1
€ 671 up to and including € 680	2
€ 661 up to and including € 670	3
€ 651 up to and including € 660	4
€ 641 up to and including € 650	5
€ 631 up to and including € 640	6
€ 621 up to and including € 630	7
€ 611 up to and including € 620	8
€ 601 up to and including € 610	9
€ 600 and <€600	10

Lot 2:

Price	Awarded Points
> € 500	Exclusion from the tender process
€ 491 up to and including € 500	0
€ 481 up to and including € 490	1
€ 471 up to and including € 480	2
€ 461 up to and including € 470	3
€ 451 up to and including € 460	4
€ 441 up to and including € 450	5
€ 431 up to and including € 440	6
€ 421 up to and including € 430	7
€ 411 up to and including € 420	8
€ 401 up to and including € 410	9
€ 400 and <€400	10

The maximum daily rate for lot 1 is €700, - excl. VAT. The maximum daily rate for lot 2 is €500, - 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 (quality preferences) are assessed. For both lots a maximum of 90 points can be obtained for your responses to the qualitative award criteria.
Tenderers who do not meet the minimum number of points (for each lot) of 18 on each criterion 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 for lots 1, the Tender is set aside and excluded from further participation in the tendering process. If the daily rate is higher than € 500.- excl. VAT for lot 2, 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 subcriterion:

Lot 1: 5.2.1 Preferences relating to coaching skills on business and export related topics in the processed fruit sector

Lot 2: 5.2.4 Preferences relating to coaching of SMEs on gender and decent work

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

6.5 Assessment of evidence

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

7.2 Time schedule

See schedule 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 persons: Mr. Thomas van Oudheusden (thomas.vanoudheusden@rvo.nl)

Attempts to directly contact parties other than the contact person 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 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

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 [eHerkenninggebruiken voor TenderNed | TenderNed](#) 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 essential 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 [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | 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 that (may) arise as a result of not awarding this Tender are for the account 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 cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

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 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide: [Suppliers guide Information Security and Privacy EZK](#)

7.3.11 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.

7.3.12 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 5).

7.3.13 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.

7.3.14 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 tender via TenderNed's announcements platform.
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 [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- 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.

7.3.15 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed. This applies to both lots.

For both lots you can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1a or 1b	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Per lot the answers to the quality award criteria in separate documents plus CV's of the expert(s) that demonstrate the required experience, knowledge, skills and abilities.	Add to TenderNed
Annex 2a or 2b	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed

* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 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.

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

- As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

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

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

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 provision of the services.

7.3.18 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.

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

7.3.19 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.

7.3.20 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.

The official working language for the two lots is French. During the fulfilment of the Contract, communication with CBI must be conducted in Dutch or English. Reporting language is English.

7.3.21 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.

7.3.22 Contract conditions

The draft Framework agreement (annex 3), draft Data processing Agreement (annex 6) and the corresponding General Government Terms and Conditions (annex 4) 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(s). Only the definitive Contract(s) will apply during the execution of the assignment.

7.3.23 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.

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 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. The summons must be served within 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.

Interest 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

A further agreement within a framework contract is referred to as a Further Agreement. There will be a yearly assignment with a yearly program within the scope of this Tender. Additional tasks can be given during the year.

Annexes

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

Annex 1a: European Single Procurement Document – Lot 1 Sector expert
Annex 1b: European Single Procurement Document – Lot 2 Gender expert
Annex 2a: Prices/Rates – Lot 1 Sector expert
Annex 2b: Prices/Rates – Lot 2 Gender expert
Annex 3: Draft Framework agreement lot 1/2
Annex 4: General conditions ARVODI 2018
Annex 5: Complaints Procedure
Annex 6: Data Processing Agreement lot 1/2