



Ministry of Economic Affairs
and Climate Policy

Tender Document

**Invitation to tender in accordance with
the European open procedure for the
procurement of experts for the execution
of the IT outsourcing programme in Ghana
of CBI**

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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 Grounds	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	Statement in which the Tenderer declares their compliance 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 Tenderer	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 IT outsourcing sector in Ghana for **four different types of experts**:

1. Expert for business export coaching in the IT sector in Ghana targeting the EU market;
2. Institutional development expert with extensive knowledge of the Market Systems Development (MSD) approach;
3. Expert for Corporate Social Responsibility (CSR) coaching for IT outsourcing companies;
4. Expert for local project coordination, network management, business and sector coaching support, and logistics.

The project will start in the second quarter of 2023. The Tendering authority intends to conclude one Contract (Framework Agreement) for each separate lot for a period of one and a half years for the inception phase of the project. After the inception phase, a go/no-go decision will be taken by CBI on continuing with the second phase (Phase two) which will have a duration of three and a half years. The total project duration (including the inception phase) is five years.

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 4-6) 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 30 countries and 14 sectors.

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

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

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

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

This tender concerns the implementation of the IT outsourcing programme in Ghana.

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

CBI is implementing a project in Ghana's IT sector to contribute to the achievement of the following long-term vision:

Ghana has positioned itself as a reliable and strong IT outsourcing destination on international markets, which enables companies in the sector to grow their business and offer increased employment opportunities to young IT professionals.

This long-term vision entails:

- The IT education ecosystem is aligned with the needs and requirements of the IT-industry regarding skills of staff.
- Companies in the IT-sector have adopted best practices on offering interesting job opportunities for young IT-professionals and on retaining their staff.
- Companies in the IT-sector cooperate to promote their interests towards the government and other stakeholders.

- The IT-sector business environment is enabling regarding rules and regulations and supporting functions, regarding Business Development Services and work force development.

The Information Technology Outsourcing (ITO) and Business Process Outsourcing (BPO) sector in Ghana has seen some growth over the years and has currently approximately over 20 larger companies active in the sector. Accumulated, these provide direct employment to roughly 6.700 Ghanaians. The majority of the labour force in the IT sector is considered to be relatively young, between 18-40 years old.

Ghana shows major potential for supplying ITO/BPO services internationally. The country has a large population of English speaking young adults, that are very computer literate, and its business and geopolitical environment is stable. Ghana's government has earmarked the digitalization of the country as a priority and will start the 7 year USD 200 million World Bank Ghana Digital Acceleration Project. These favourable circumstances stimulated local and international NGOs and IGOs to engage in a large number of projects in the IT sector.

This project aims to address the issue of youth unemployment in Ghana – a complex issue that has several underlying causes. The most prominent one is the fact that there are not enough jobs in general. Ghana's recent economic growth did not translate into job creation for youth. Ghana's challenge is to create growth in more labour-intensive economic activities like manufacturing and services.

Another cause to mention specifically is poor access to and poor quality of education which leads to a mismatch between the skills offer of young graduates and the skills demands of the labour market. Companies in the IT sector need higher skilled specialists in order to be able to grow their business in more demanding markets, which in turn accelerates the need for higher skilled jobs and subsequently raises the overall quality standards in the sector.

The project will focus on the Ghanaian IT sector as a provider of higher skilled jobs for young IT-specialists by supporting the creation of these jobs through expanding the international market outreach of Ghanaian IT companies mainly to the EU and by contributing to the alignment of needs of businesses on the one hand and ambitions of and skills offered by young IT specialists in the sector on the other hand.

The current Tender Document is written for the four different types of experts mentioned above:

Lot 1: An expert for business export coaching in the IT sector in Ghana targeting the EU market. This expert will coach and train a group of around six to eight IT SMEs (frontrunners) to on the one hand establish themselves on the EU market, and on the other hand collaborate in a Community of Practice (CoP) to develop models/best practices regarding developing and retaining higher level IT specialists.

Lot 2: An institutional development expert with extensive knowledge of the MSD-approach. This expert will have two main responsibilities: (1) facilitating improved internal sector cooperation in the Ghanaian IT sector, by bringing key stakeholders together in sector events and stimulating follow-up; and (2) supporting service providers to develop financially sustainable business models for service delivery to the value chain actors.

Lot 3: An expert for Corporate Social Responsibility (CSR) coaching for IT companies. This expert will assess participating companies on their performance with regard to CSR, and provide coaching and training to the companies (focusing on decent work and human resource development practices) with a view to improving companies' CSR policies and activities.

Lot 4: An expert for local project coordination, network management, business and sector coaching support and logistics. This expert will support the above mentioned experts regarding coaching of SMEs, CSR coaching, institutional and sector development, and brokering linkages between business development service providers and exporting SMEs.

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

1.4 Time frame

The schedule below applies to this tendering process.

15 February 2023	Issuing of publication, start of tendering period.
9 March 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.
17 March 2023	Issuing of Memorandum of Information
31 March 2023	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
3 April – 21 April 2023	Assessment of Tenders.
24 April 2023	Announcement of the award of the Contract.
9 May 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
14 May 2023	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
17 May 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 mentioned above this project aims to contribute to the achievement of the following long-term vision:

Ghana has positioned itself as a reliable and strong IT outsourcing destination on international markets, which enables companies in the sector to grow their business and offer increased employment opportunities to young IT professionals.

This long-term vision entails:

- The IT education ecosystem is aligned with the needs and requirements of the IT-industry regarding skills of staff.
- Companies in the IT-sector have adopted best practices on offering interesting job opportunities for young IT-professionals and on retaining their staff.
- Companies in the IT-sector cooperate to promote their interests towards the government and other stakeholders.
- The IT-sector business environment is enabling regarding rules and regulations and supporting functions, regarding Business Development Services and work force development.

The project will focus on the Ghanaian IT sector as a provider of higher skilled jobs for young IT-specialists by supporting the creation of these jobs through expanding the international market outreach of Ghanaian IT companies mainly to the EU and by contributing to the alignment of needs of businesses on the one hand and ambitions of and skills offered by young IT specialists in the sector on the other hand.

Inception phase

The project will consist of an Inception phase of one and a half years. On the basis of the results of this Inception Phase a Go/No-go decision will be taken by the Tendering authority regarding continuation with the second phase of the project. The targets and criteria at the end of the Inception Phase to be used for the Go/No-Go decision are:

- Six to eight Front-runner companies are actively participating in the business export coaching (BEC)
- Six to eight Front-runner companies are actively participating in the Community of Practice (CoP) (the project aims to actively identify women-led SMEs to take part in this front-runner group))
- Front-runner companies have developed best practices regarding human resource development (HRD) and are willing and able to share these with the larger sector. (Special attention is given to young female IT-specialists)
- A needs assessment regarding service provision to (potentially) exporting SMEs has been done and provides sufficient ground for further action.
- An in-depth analysis of the position of, obstacles faced by and opportunities for female employees/entrepreneurs has been carried out and stakeholders willing and able to follow-up on the findings are identified;
- A sector event regarding HRD in the sector has led to the selection of one or two focus areas and consensus on joint actioning;
- A concrete plan has been worked out jointly with sector stakeholders for the remainder of the project.

Targets for the total duration of the project

For the project as a whole (Inception Phase + Phase two) the targets are:

- Six to eight Front-runner companies have acquired business on EU and other international markets
- EU export target: average additional EU export of EUR 100.000 per company at the end of the project
- Six to eight Front-runner companies have increased their workforce because of international market outreach
- Employment target:
 - >quantitative: average employment increase of 20% in staff per company at the end of the project (to be further determined)
 - >qualitative: the amount of higher skill level jobs within the companies has increased (to

be further determined)

> qualitative: all jobs at the Front-runner companies can be considered as decent.

- Service providers offer an adequate portfolio of services that are used by SMEs in the sector.
- Three to four new services have been established (This includes HRD services focused on youth skills development, sector branding on EU markets, etc.)
- The Ghana IT-offer is visible on EU markets:
 - > Six to eight Frontrunner companies have business on EU markets.
 - > Number of publications on the Ghana offer which have been published on EU markets
 - > Ghanaian SMEs from the IT sector have participated in number of market entry events in the EU
- Best Practices regarding HRD and Exporting to the EU are widely shared in the sector.
- SMEs have better coordinated their advocacy vis-a-vis the government and other stakeholders in the sector

Post-project goals/expectations

The interventions carried out during the project will be organised/designed while keeping the opportunities for scaling-up in mind. Other SMEs in the sector are expected to follow the example of the frontrunner companies, regarding internationalisation and HRD. This crowding-in requires that best practices must be visible and a supportive system exists that enables those SMEs to follow the example of the front-runners. Promoting and monitoring these conditions for scaling-up are to be placed in an existing Business Support Organisation (BSO) (e.g. one of the more internationally oriented hubs) or in a possible sector association-like structure that may develop from the organisation of the CoP and of sector events. Another envisioned outcome of the CoP is that linkages will be created with the educational sector and possible partners who are experienced in working in this sector, to explore the possibilities of directly working on improving curricula towards meeting the required skills demand in among the IT SMEs. The post-project objective therefore is that more SMEs start exporting to the EU and start organising their HRD policies.

Market System Development (MSD) approach

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

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

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

2.2 Target Group and Beneficiaries

The target group for the activities under **lot 1, expert for business export coaching in the IT sector in Ghana targeting the EU market**, and **lot 3, expert for Corporate Social Responsibility (CSR) coaching for IT companies** of this tender consists of:

- Ghanaian IT SMEs
- European buyers

The target group for the activities under **lot 2, institutional development expert with extensive knowledge of the Market Systems Development (MSD) approach**, and **lot 4, expert for local project coordination, network management, business and sector coaching support, and logistics** of this tender consists of:

- All stakeholders in the IT sector in Ghana, for lot 2 particularly actors in the (export) enabling environment and (potential) service providers

2.3 Target Market

The target markets for this project are countries in the EU and EFTA where there is demand for IT services.

2.4 Integrated approach

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

About business export coaching (BEC)

The companies selected for business export coaching support as part of this project will be supported to establish themselves on the EU market, and to develop models/best practices regarding developing and retaining higher level IT specialists. The latter will be done by engaging them in a Community of Practice (CoP) around the theme of human resource development, to engage with other companies about possible models and best practices regarding recruitment, investment and development and retention of young IT professionals.

The approach to build the capacities of these companies will be a combination of direct support by the project and indirect support through service providers in the market system.

The BEC-assistance will include:

- *Individual export coaching:* Export coaching will be provided to the group of companies that is to be selected by CBI, who comply with certain selection criteria (related to their potential on the European market, and commitment to working towards improved HRD practices in collaboration with other sector stakeholders). Two of the outputs each participating company will produce is an export strategy and an action plan. Each selected SME will start receiving individual coaching from the CBI business export coaching expert specifically assigned to the company. This coaching – on a confidential basis – will focus on the implementation of the action plan made during the company assessment phase. To this end, CBI will be sending the expert on technical assistance missions. These missions take place throughout the whole duration of the project. The intensity varies from one to three times a year, depending on the number of issues per company. These missions will focus on output areas like product development, marketing and HRD. Besides the missions, the expert will provide distant coaching by Skype, Zoom, Webex, email, phone, etc. In CBI's new strategy the aim is to reduce the environmental footprint as much as possible. Therefore, as much as possible, coaching and training will be done from a distance through digital means.
- *Group training:* Training sessions on location and preferably online will be organized for all participating companies to train their management and staff in sector-wide issues in areas including human resources, financial management and marketing. For several thematic sessions specialized trainers outside the scope of this tender may be contracted by CBI.
- *Market entry:* Improved export marketing capacity of SMEs is an important prerequisite to establish direct access to export markets. Focus will be on both physical (e.g. trade fairs in Europe, buyers' missions) and digital (website and social media) strategies.

About the Export Enabling Environment level

The project aims to facilitate sector alignment and collaboration, to enable the achievement of the overall long-term vision of the sector, which is for Ghana to position itself as a reliable and strong IT outsourcing destination on international markets, enabling companies in the sector to grow their business and offer increased employment opportunities to young IT professionals. To this end, sector events will be organised to foster effective collaboration between sector stakeholders and to ensure emerging best practices (e.g. on human resource development) can be shared.

An important aspect is creating an export enabling environment for existing and aspiring exporters regarding rules and regulations and regarding the business service delivery system in the sector.

Solutions will be sought together with local partners to meet service needs of the exporters in a sustainable way.

Elements that in general make up an export enabling environment are for instance:

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

This project will focus on the alignment of the sector in order to create a more optimal export enabling environment, and on strengthening the sector's business service delivery system.

The list above is a list of example elements, and are not necessarily the elements that will be addressed during this project.

2.5 Role of the experts

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

Lot 1. Expert for business export coaching in the IT sector in Ghana targeting the EU market

The expert's main responsibility is to coach and train the frontrunner SMEs in the Ghanaian IT sector to improve their export performance on EU markets. The expert carries out a business export coaching trajectory to support Ghanaian IT SMEs to successfully do business with European markets. In the framework of this trajectory the expert will:

- Carry out export audits at potential participating IT 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.
- Support the establishment of and coach a Community of Practice (CoP) in which the frontrunner companies participate, around the theme of Human Resource Development. The expected result of the CoP is to have developed models and Best Practices regarding recruitment, investment in development and retention of young IT professionals by individual companies and by the sector as a whole.
- Provide coaching and training to the selected SMEs regarding making the necessary improvements as identified during the export audit.
- Provide coaching and training to the selected SMEs to find and establish business linkages with European buyers.
- 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.
- Advise on implementing innovative processes and adding innovative content to the CBI project.
- 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.
- Promote the project among European buyers and involve them in the project, share contacts of European buyers and other relevant contacts with CBI and project partners.

The average expected planning for the expert activities in the project is one to two times a technical assistance mission (TAM) per year. 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.

The (to be contracted) expert for local activities (lot 4) will play an important role by supporting the expert for business export coaching in this. 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. Institutional development expert with extensive knowledge of the MSD-approach

The role and responsibility of the sustainable sector transformation expert will be to:

- Facilitate improved internal sector cooperation in the Ghanaian IT sector, by bringing key stakeholders together in sector events.
- Support the sector stakeholders in designing and implementing strategies and interventions to work towards better HRD practices in the sector.
- Support the enabling environment (public and private) in delivering financially sustainable services to actors in the IT sector.

The expert:

- Monitors and guides the sector and stakeholders contents of the project approach.
- Organizes and facilitates sector events that foster collaboration among sector stakeholders, sharing of best practices regarding HRD and exporting to the EU in order to stimulate crowding in, and joint actioning around HRD practices in the sector.
- Conducts a needs assessment regarding service provision to (potentially) exporting SMEs
- Coaches service providers (public and private) in developing sustainable business models for service delivery to SMEs in the IT sector
- Brings in best practices on sustainable service delivery models from other countries / sectors.

CBI will have a “digital first” strategy which means that, if possible, activities will be done online, however it is envisaged that one to two visits a year might be necessary in order to build a connection with the local stakeholders and providers.

Lot 3. Corporate Social Responsibility (CSR) coaching for IT companies

The expert will do the following:

- Carry out CSR assessments of the companies to identify CSR risks and opportunities for each company.
- Develop CSR action plans together with the companies.
- Bring in inside knowledge of the West African IT sector, and of CSR practices, possibilities and limitations for companies in the sector.
- Advise the CBI Programme Manager on the amount of CSR coaching and training needed by the companies.
- Provide CSR coaching and training to the SMEs to work towards more sustainable practices. The focus will be in particular on decent work and HRD practices.

The CSR expert will closely work together with the expert for business export coaching (lot 1) and the expert for local project coordination (lot 4) to support the SMEs participating in the project. The expert will conduct a baseline, mid-term and end-term CSR assessment of the companies, and provide coaching and training to the companies in between. The planning for the expert activities in the project will depend on the needs of the project.

Lot 4. Expert for local project coordination, network management, business and sector coaching support and logistics

The expert for local activities will closely work together with the other experts contracted under and outside this tender to reach the expected outcomes. He/she will play a central role in the project as “a spider in the web” in the sector.

The expert will:

- Work closely with the other experts to be contracted under and outside this tender on identifying needs of actors in the sector and identifying possible solutions for these needs.
- Bring in inside knowledge of the Ghanaian IT sector, and of the interests, motives, possibilities and limitations of the various stakeholders in the sector.
- At the request of the CBI Programme Manager, act as the local representative of CBI in the IT sector and act as the linking point between the IT sector in Ghana and the CBI staff and experts.

- Support the other experts to be contracted under and outside this tender by follow-up coaching on site to the various companies and service providers in between the (online and on-site) activities of the other experts.
- Arrange meetings and transportation in Ghana, during visits of other experts and CBI staff.
- Support the other experts to be contracted under and outside this tender in carrying out coaching and training online.
- Keep close contact with the various sector stakeholders to motivate and monitor their commitment regarding their participation in the project's interventions.
- Support CBI staff, CBI experts and specialised trainers with the logistics of their meetings and trainings, like agenda, venue, catering, equipment, and invitations.
- Moderate meetings of stakeholders if applicable.

The planning for the expert activities in the project will depend on the needs of the project, the needs of CBI staff and the needs of the companies and external conditions that make international travel difficult (e.g. Covid-19). Furthermore, CBI will have a "digital first" strategy which means that, if possible, coaching and training will be done online. The (to be contracted) expert for local activities (lot 4) will play an important role by supporting the other experts that are to be contracted under and outside this tender in their work. 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.

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.

2.6 Role of the expert within the project team

The expert carries out his/her work under the direct responsibility of the respective CBI Programme Manager(s) in The Hague, who is/are 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), the institutional development expert (lot 2) and Corporate Social Responsibility expert (lot 3) are expected to coordinate with the expert with local knowledge (lot 4), while the expert with local knowledge has his/her own responsibilities and deliverables agreed upon with CBI.

2.7 Lots

The invitation to tender has been divided into four 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 plan to enter into/close one Contract (Framework Agreements).

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. Expert for business export coaching in the IT sector in Ghana targeting the EU market	1
2. Institutional development expert with extensive knowledge of the MSD-approach	1
3. Expert for Corporate Social Responsibility (CSR) coaching for IT companies	1
4. Expert for local project coordination, network management, business and sector coaching support and logistics	1

2.8 Contract Period

The Tendering authority intends to conclude a Contract (Framework Agreement) for every separate lot for the duration of one and a half years with a possible extension of three and a half years. The duration of the total Contract period is estimated for five years because this is the duration of the CBI project. It is important 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 extension years) 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. Expert for business export coaching in the in the IT sector in Ghana targeting the EU market	€ 400.000
2. Institutional development expert with extensive knowledge of the MSD-approach	€ 300.000
3. Expert for Corporate Social Responsibility (CSR) coaching for IT companies	€ 220.000
4. Expert for local project coordination, network management, business and sector coaching support and logistics	€ 340.000

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

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

3 Requirements to this assignment

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

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

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

3.1 General requirements

For all lots:

1. Multiple contact persons are not allowed. The reason for this is that one contact point is needed for the companies and for the contact with CBI. The personal approach towards the stakeholders is important in order to optimally fulfil the expert role.
2. 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.
3. The expert must be able to act fully independently and without any conflict of interest as a representative of CBI in the IT outsourcing sector in Ghana. This entails, among others, that the expert should not be directly or indirectly contracted or employed by (or own) selling parties in Ghana or importing companies that trade in services covered by this tender from developing countries covered by this tender.
4. The coaching is done continuously throughout the year/week and not arranged via fixed days per week or per month.
5. Demonstrable good communication skills in the English language, both spoken and written.
6. Proven well-developed intercultural sensitivity skills.
7. Strongly developed political awareness and sensitivity.
8. Team player who can cooperate in diverse team structures (information sharing, conflict solving).
9. Reporting skills to communicate on mission results and project progress.
10. Experience in coaching and facilitating by using distant guidance techniques like e-mail, online meetings using tools like skype and moderating webinars.
11. Demonstrable coaching and training skills.

3.2 Requirements relating to knowledge and to professional experience for lot 1: expert for business export coaching in the IT sector in Ghana targeting the EU market

A CV of the expert to be used must be submitted with your Tender. Your CV will not be assessed separately but will provide a general impression of your background and abilities vis-à-vis the requirements as described in this chapter and your answer to the questions (award criteria) as stated in Chapter 5.

1. At least five (5) years of experience in the EU ITO market in a commercial/ technical or consultancy role during the last ten (10) years.
2. Experience with B2B and B2C marketing and promotion of ITO services in the EU market for at least three (3) years during the last ten (10) years.
3. At least one (1) year of experience within the last five (5) years in coaching IT outsourcing companies in developing countries on their business and export management processes.
4. Proven knowledge of the latest trends and developments, distribution channels, and market players in the EU ITO markets with a focus on demand of EU-based SMEs.
5. Up to date and active network of EU buyers and agents in EU ITO buying markets.

6. Experience with moderating, facilitating and conducting trainings and workshops in the English language regarding export development on location and virtually (at least one (1) year of experience for both on location and virtual training combined).
7. Experience in coaching by using distant guidance techniques like e-mail and online tools (for example Skype, GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching. At least one (1) year of experience.

3.3 Requirements relating to knowledge and to professional experience for lot 2: institutional development expert with extensive knowledge of the MSD-approach

A CV of the expert to be used must be submitted with your Tender. Your CV will not be assessed separately but will provide a general impression of your background and abilities vis-à-vis the requirements as described in this chapter and your answer to the questions (award criteria) as stated in Chapter 5.

1. Extensive proven knowledge of the Market Systems Development (MSD) approach, its principles, its application in various sectors and contexts, best practices, lessons learnt, its applicability and limitations in various environments. Or recent relevant training certificates of recognized international training institute regarding the MSD approach (ILO, Springfield Center, MESO partners, DevLearn or similar).
2. At least three (3) years of experience in carrying out projects using the Market Systems Development (MSD) approach.
3. Proven experience with providing institutional development support to sector actors, such as for example Business Support Organisations (BSOs).
4. Proven experience in setting up effective multi-stakeholder partnerships.
5. Experience in coaching by using distant guidance techniques like e-mail and online tools (for example Skype, GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching. At least one (1) year of experience..

3.4 Requirements relating to knowledge and to professional experience for lot 3: expert for Corporate Social Responsibility (CSR) coaching for IT companies

A CV of the expert to be used must be submitted with your Tender. Your CV will not be assessed separately but will provide a general impression of your background and abilities vis-à-vis the requirements as described in this chapter and your answer to the questions (award criteria) as stated in Chapter 5.

1. At least three (3) years of experience with company training and coaching on CSR issues.
2. Up to date knowledge of the structure of the IT outsourcing industry in the West African context, and of CSR practices, possibilities and limitations for companies in the sector.
3. Up to date knowledge of CSR best practices in IT outsourcing.
4. Active network in the West African IT outsourcing sector, with a focus on stakeholders working on CSR, which can be used for the implementation of the project.

3.5 Requirements relating to knowledge and to professional experience for lot 4: expert for local project coordination, network management, business and sector coaching support, and logistics

A CV of the expert to be used must be submitted with your Tender. Your CV will not be assessed separately but will provide a general impression of your background and abilities vis-à-vis the requirements as described in this chapter and your answer to the questions (award criteria) as stated in Chapter 5.

1. Demonstrable communication skills in the English language, both spoken and written.
2. Active network in the Ghanaian IT outsourcing sector which can be used for the implementation of the project.
3. Proven experience with managing multi-stakeholder projects/programmes.
4. Proven experience with working in the local context of the Ghanaian IT sector and excellent ability to arrange and facilitate business related issues in the local context.
5. Experience with moderating meetings.
6. Proven experience with logistic arrangements for donor organisations in Ghana.
7. Proven well-developed intercultural sensitivity skills.

3.6 Requirements relating to the prices/rates

- The Tenderer will provide the rate in EURO applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- The rates must be in euros and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel and local accommodation expenses. "Local" is in this case the country where the expert is based. They do not include VAT.
- **In case your company is not located in Ghana**, you may, when carrying out assignments in Ghana, 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 Ghana. **In case your company is located in Ghana** 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 & lot 2 is € 700.- excl. VAT.**
- **The maximum daily rate for lot 3 is € 500.- excl. VAT.**
- **The maximum daily rate for lot 4 is € 350.- excl. VAT.**
- The Tenderer will not submit any zero or negative prices/rates, including for parts of the agreement.
- The rate is fixed for the duration of the framework agreement and cannot be indexed.
- The Tenderer will charge retrospectively based on actual costs and specify daily rate.

3.7 Tax-related requirements

- 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 30 days of the award of the Contract that specifies that a **different** VAT rate applies, then the Contract price will be increased to

include the applicable VAT rate. You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting authority.

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

3.8 Invoicing requirements (for all lots)

- The payment schedule will be agreed upon in the Further Agreement.
- You must include a summary of the actual days worked in accordance with the applicable rates.

For companies established in the Netherlands only

E-invoicing

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

- The invoicing portal of the Dutch government
- Link with Digipoort
- E-invoicing with your own (accounting) software package through 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.

3.9 Travel Policy (for all lots)

The following travel policy must be adhered to:

- International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice.
- All flight tickets will be economy class.
- See also: 3.6 Requirements relating to the prices/rates.

3.10 Covid-19 and changes

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

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

CBI is concerned about the safety of its staff and of its contracted 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) due to Covid-19 by the Netherlands' governmental travel advice. In case the travel advice changes from yellow to orange when the expert is on mission, he or she will be asked to return as soon as possible. CBI aims to reduce its environmental footprint. Therefore it will aim to minimize air travel of staff and experts as much as possible. Guidance should be done as much as possible through digital means. Travel should only be done if this is necessary to safeguard the quality of CBI service provision. In case it is decided travel is necessary to provide the quality of service that CBI aims to and safety conditions make it impossible to travel, 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 7.3.15 of this Tender document.

4.2 Exclusion Grounds

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

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

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

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering authority requests it if provisional award is given.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

**Please refer to <https://ec.europa.eu/tools/ecertis/search>
 eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.**

4.3 Suitability Requirements

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

By signing Part IV of the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies

with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- 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):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

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

Core Competences Lot 1

1. Advising companies in the ITO sector regarding business and export management.
2. Building active linkages between buyers in Europe and ITO providers outside of Europe.

Core Competences Lot 2

1. Guiding sector stakeholders to implement systemic change through the organisation of sector events.
2. Coaching and supporting of local business service providers in developing and implementing economically sustainable service delivery models.

Core Competence Lot 3

1. Advising companies in the ITO sector regarding CSR practices and opportunities.

Core Competences Lot 4

- | |
|---|
| <ol style="list-style-type: none"> 1. Coaching Ghanaian private sector stakeholders to improve sector performance and collaboration. 2. Organizing logistics for projects or events in Ghana. |
|---|

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

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

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

Evidence (do submit with the Tender):
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<u>Provide one reference assignment for each of the core competences mentioned above. The reference(s) must be signed by the referee (the contracting authority in question). Please use Annex 6 "Reference assignments" to describe the reference assignments.</u>
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If required, the Contracting authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.3.3 Professional/trade register extract

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

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

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

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

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.
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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, 5.2.4 up to and including 5.2.6 for lot 2, 5.2.7 up to and including 5.2.9 for lot 3, and 5.2.8 up to and including 5.2.12 for lot 4. The Tenderer must score a minimum of 50 out of the 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
- b. Assessment of the prices/rates with a maximum of **10 points**. Lot 1 and lot 2: 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 3: if the daily rate is higher than **€500,- excl. VAT** the Tender is set aside and excluded from further participation in the tendering process. Lot 4: if the daily rate is higher than **€350,- excl. VAT** the Tender is set aside and excluded from further participation in the tendering process.
- c. The maximum total points that can be obtained is **100 points**.

5.2 Quality preferences

In providing your response:

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 or example mentioned in your CV. All used examples have to be related to the CV of the expert who executes the assignment (also in case of a consortium or subcontractor). Submit a CV which includes at least the following components:
 - a. Education
 - b. Work experience

Your CV will not be assessed separately but will provide a general impression of your background and abilities vis-à-vis the requirements as described in Chapter 3 of this Tender Document and your answer to the questions (award criteria) as stated in Chapter 5.
3. The role in the assignment taken by the Tenderer and the other possible consortium partners or subcontractors needs to be clearly motivated and described in your Tender and your answer to the questions (award criteria) as stated in Chapter 5.
4. Describe the answers in your Tender for the award criteria in this Chapter in order of the given award criteria.

Lot 1: Expert for business export coaching in the IT sector in Ghana targeting the EU market

5.2.1 Preferences relating to coaching skills on business and export related topics to ITO companies

Max. points available	Assessment aspects:
35	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 ITO companies on improvements in their business processes that have led them to export successfully to the EU. Pay attention to at least the following topics: - Step-by-step approach on coaching an ITO exporter to develop and implement an action plan with improvements that led to the successful export of their services to the EU. - Describe any obstacles you encountered and how you addressed those obstacles. - Define two critical success factors for achieving successful ITO services exports to the EU. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. The country where the example is carried out will be taken into account. You will be awarded a higher score if it is carried out in a Sub-Saharan African country. As a general guideline, your answer should maximally be 1 page A-4. This is a guideline and not an exclusion criterion.

5.2.2 Preferences relating to your network in the European ITO sector

Max. points available	Assessment aspects:
35	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 ITO 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 ITO. - Describe your approach to successful matchmaking, using your network. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. As a general guideline, your answer should maximally be 1 page A-4. This is a guideline and not an exclusion criterion.

5.2.3 Preferences relating to a possible approach on coaching a Community of Practice

Max. points available	Assessment aspect
20	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 successfully coach a Community of Practice (CoP) around the theme of Human Resource Development, as described in chapters 2.1 and 2.5. As described in chapter 2.5, the expected result of the CoP is to have developed models and best practices regarding recruitment, investment in development and retention of young IT professionals by individual companies and by the sector as a whole. 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. - Define two critical success factors for achieving concrete results with a Community of Practice. - Your approach to convince companies to actively participate in the Community of Practice, and engage in information sharing with other companies. As a general guideline we use a maximum of 2 pages A-4. This is a guideline and not an exclusion criterion.

Lot 2. Institutional development expert with extensive knowledge of the MSD-approach

5.2.4 Preferences relating to aligning public and private stakeholders at a strategic level towards systemic change

Max. points available	Assessment aspects:
45	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 worked with public and private sector stakeholders at a strategic level to achieve systemic change in a sector. Pay attention to at least the following topics: - Step-by-step approach on facilitating the development and implementation of a joint sector vision. - Define two critical success factors for achieving systemic and sustainable (on the long-term) change within a sector. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. The country where the example is carried out will be taken into account. You will be awarded a higher score if it is carried out in a Sub-Saharan African country. As a general guideline, your answer should maximally be 1 page A-4. This is a guideline and not an exclusion criterion.

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

Max. points available	Assessment aspects:
45	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/supporting (potential) service providers and/or business support organisations in developing countries regarding developing sustainable business service delivery models for SMEs or other clients. Pay attention to at least the following topics: - Step-by-step approach on assessing service needs, identifying and mobilizing (potential) service providers and/or business support organisations, and supporting them in developing financially sustainable business services. - Describe your approach to applying the Market Systems Development (MSD) methodology. - Define two critical success factors for successfully enabling service providers to develop financially sustainable business services. Your answer will be assessed using the table in paragraph 5.3. The country where the example is carried out will be taken into account. You will be awarded a higher score if it is carried out in a Sub-Saharan African country. As a general guideline, your answer should maximally be 1 page A-4. This is a guideline and not an exclusion criterion.

Lot 3: Expert for Corporate Social Responsibility (CSR) coaching for IT companies

5.2.6 Preferences relating to coaching skills on CSR related topics

Max. 45 points available	Assessment aspects:
45	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 SMEs in the IT (or similar digital services) sector on improvements in their CSR policies and practices. Pay attention to at least the following topics: - Step-by-step approach on coaching an SME to develop and implement a CSR action plan, and how this enabled them to make their business more resilient and successful. - Describe how you defined the CSR priorities for the company, and describe the results achieved. - Describe any obstacles you encountered and how you addressed those obstacles. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. The country where the example is carried out will be taken into account. You will be awarded a higher score if it is carried out in a Sub-Saharan African country. As a general guideline, your answer should maximally be 1 page A-4. This is a guideline and not an exclusion criterion.

5.2.7 Preferences relating to persuasiveness

Max. 45 points available	Assessment aspects:
45	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 CSR. Pay attention to at least the following points: - Your approach in convincing companies to follow your advice regarding CSR. - 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 ITO companies in Ghana to implement CSR improvements, focusing in particular on decent work and HRD practices. Describe your mediation strategy in case these challenges would arise during the project. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. The country where the example is carried out will be taken into account. You will be awarded a higher score if it is carried out in a Sub-Saharan African country. As a general guideline, your answer should maximally be 1 page A-4. This is a guideline and not an exclusion criterion.

Lot 4: Expert for local project coordination, network management, business and sector coaching support and logistics

5.2.8 Preferences relating to your experience in coaching private sector stakeholders

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 private sector stakeholders (SMEs, associations, etc.) in Ghana with a view to improving sector performance and collaboration. Pay attention to at least the following topics: - Describe the specific stakeholders coached, the coaching provided and the results achieved. - Define two critical success factors for successfully coaching private sector stakeholders with a view to improving sector performance and collaboration in the Ghanaian context. - Describe how you will use this experience in this project. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. The sector where the example is carried out will be taken into account. You will be awarded a higher score if the example relates to the IT sector. As a general guideline, your answer should maximally be 1 page A-4. This is a guideline and not an exclusion criterion.

5.2.9 Preferences relating to your network in the Ghanaian IT services sector

Max. points available	Assessment aspects:
30	Describe in a concise manner your (and of the whole team you are tendering with like subcontractors/ consortia and other employees) network within the IT sector in Ghana. In your answer, pay attention to at least the following topics: - Show that you are familiar with different stakeholders in the IT sector, like companies, business development service providers, associations, government, and other relevant institutions. - Include one example where you used your network to establish a successful link between different stakeholders. Describe the type of link, your specific role in this match, the organisations or companies involved, and the result of the connection you established. - Describe how you will use this experience in this project. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. As a general guideline, your answer should maximally be 1 page A-4. This is a guideline and not an exclusion criterion.

5.2.10 Preferences relating to managing multi-stakeholder projects/programmes

Max. points available	Assessment aspects:
30	Describe one example of your (and of the whole team you are tendering with like subcontractors/ consortia and other employees) experience with managing a multi-stakeholder project in Ghana. Pay attention to at least the following topics: - Describe your role in the project, and your approach to mobilise the project stakeholders to achieve the project objectives. - Define two critical success factors for managing multi-stakeholder projects in the Ghanaian context. - Describe how you will use this experience in this project. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. The sector where the example is carried out will be taken into account. You will be awarded a higher score if the example relates to the IT sector. As a general guideline, your answer should maximally be 1 page A-4. This is a guideline and not an exclusion criterion.

5.3 Assessment method for qualitative preferences

5.3.1 Assessment of preferences in relation to qualitative preferences

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

Quality of the response	Weighting percentage of the maximum points available per preference	Explanation
Excellent	100%	Tendering authority has a lot of confidence in the capabilities of the Tenderer. The answer is very concrete, specific and complete and gives detailed insight in the abilities of the Tenderer. The answer clearly provides added value. The answer aligns very well to the assessment aspects within the criterion, and exceeds the expectations of the Tendering authority.
Ample	70%	Tendering authority has confidence in the capabilities of the Tenderer. The answer is reasonably concrete, specific and complete. The answer provides some added value. The answer sufficiently aligns to the assessment aspects within the criterion, but does not exceed the expectations of the Tendering authority.
Fair, not completely satisfactory	40%	Tendering authority has limited confidence in the capabilities of the Tenderer. The answer is not very concrete, specific, is incomplete and/or unclear. The answer provides hardly any value because improvement is possible on various aspects. The answer only aligns in a limited way to the assessment aspects within the criterion.
Very poor, insufficient	10%	Tendering authority does not have confidence in the capabilities of the Tenderer. The answer is not concrete, specific, is incomplete and/or unclear. The answer does not provide any added value to the Tendering authority; improvement is possible on many aspects. The answer does not align to the assessment aspects within the criterion.
No result	0%	No answer is provided by the Tenderer.

5.3.2 Assessment of preferences in relation to prices/rates

Please fill in annex 2: Prices/rates and add to TenderNed.

Lot 1 and Lot 2:

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 3:

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

Lot 4:

Price	Awarded Points
> € 350	Exclusion from the tender process
€ 341 up to and including € 350	0
€ 331 up to and including € 340	1
€ 321 up to and including € 330	2
€ 311 up to and including € 320	3
€ 301 up to and including € 310	4
€ 291 up to and including € 300	5
€ 281 up to and including € 290	6
€ 271 up to and including € 280	7
€ 261 up to and including € 270	8
€ 251 up to and including € 260	9
€ 250 and <€250	10

The maximum daily rate for lot 1 and 2 is €700, - excl. VAT. The maximum daily rate for lot 3 is €500, - excl. VAT. The maximum daily rate for lot 4 is €350, - excl. VAT. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

6 Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

1. Your written responses on the qualitative award criteria are assessed.
A maximum of 90 points can be obtained for your responses to these award criteria.
Tenderers who do not meet the minimum number of points of 50 on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of 10 points. If the daily rate is higher than € 700.- excl. VAT for lots 1 and 2, 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 3, the Tender is set aside and excluded from further participation in the tendering process. If the daily rate is higher than € 350.- excl. VAT for lot 4, 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 on export related topics to ITO companies**
- Lot 2: 5.2.5. Preferences relating to coaching (potential) service providers regarding developing sustainable service delivery models for SMEs or other clients**
- Lot 3: 5.2.7. Preferences relating to coaching skills on CSR related topics**
- Lot 4: 5.2.11. Preferences relating to your network in the Ghanaian IT services sector**

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

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document. For this Tender submit 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. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Time Frame

See time frame in Subsection 1.4.

7.3 General procedure

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

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

7.3.1 Communication

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

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

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

If the communication cannot be conducted via TenderNed, you can contact the following contact persons: Mr. Quintin Stoutjesdijk (quintin.stoutjesdijk@rvo.nl) and Ms. Liesbeth Pepping (liesbeth.pepping1@rvo.nl).

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

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

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit <http://www.tenderned.nl/eherkenning-en-tenderned-0> for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering authority

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

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

Answers from the Tendering authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

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

7.3.9 Information about the Tenderer's obligations

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

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

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

7.3.10 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.

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 proposal via TenderNed. Please note that your TenderNed registration will be final after several days, after you received a registration code which you have to use first.

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

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from Tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Suitability Requirements	References	Add to TenderNed
Annex 6	Reference assignments (paragraph 4.3 Reference data)	Fill in, and have the references signed by the referee and add to TenderNed
Award criteria	Tender, including a general response to the Tendering authority's award criteria.	Add to TenderNed
Annex 2	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
CV and examples asked at the Award criteria	CV	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:

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

- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (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.

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender, for one or multiple lots (either individually or in combination with other natural persons, legal entities and/or organisations). The Tendering Authority does not consider submission of a Tender for multiple lots to constitute submission of multiple Tenders.

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

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

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.

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

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

7.3.23 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.

Interests in relation to the judgement

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

7.4 Further Agreements within the Contract

An assignment within the Contract is referred to as a Further Agreement.

There will be a yearly assignment with a yearly program within the scope of this Tender.

Additional tasks can be given during the year.

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: Prices/Rates

Annex 3a: Draft Framework agreement lot 1

Annex 3b: Draft Framework agreement lot 2

Annex 3c: Draft Framework agreement lot 3

Annex 3d: Draft Framework agreement lot 4

Annex 4: General conditions ARVODI 2018

Annex 5: Complaints Procedure

Annex 6: Reference assignments

Annex 7: Data Processing Agreement