Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of Expert(s) for Business Export Coaching in the Fresh Fruit and Vegetables Sector in Ethiopia

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Contents

Definition of terms

Contracting authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting authority.
Contractor	The party with which the Tendering authority concludes the Contract.
Contract	The written framework agreement between the Contracting authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Exclusion Criterion	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	Statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the Uniform Single Procurement Document by means of filling in and signing this European Single Procurement Document.
Further Agreement	A written agreement signed by the Contracting authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*).
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012*)
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 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), 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 fresh fruit and vegetables (FFV) sector in Ethiopia for a **business export coaching expert for FFV small and medium-sized enterprises (SMEs)**

The assignment will start in the fourth quarter of 2023 and will end in December 2026.

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

1.1 Tendering authority and IUC-EZK

This tendering process is being conducted on the instructions of The Centre for the Promotion of Imports from developing countries (CBI), part of the Netherlands Enterprise Agency (RVO) 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 (CBI) from developing countries is part of the Ministry of Economic Affairs and Climate Policy of the Netherlands. CBI is recognized worldwide as a leading expert in export development.

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

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

In general, most CBI projects aim to achieve at least the following results.

Result	***Result description***
Export growth	Sustainable increase of exports to the EU (or regional markets if applicable) by directly and indirectly supported SMEs as a result of the project.
Competent exporters	SMEs that have successfully completed all the export capacity building activities. SMEs that developed and execute a tailor-made export strategy to the European market. SMEs that know how to build and maintain a network on the European market. CBI works with a specific progress monitoring tool divided into clusters that indicate the competency to export.
CSR (Corporate Social Responsibility)	SMEs to have their internal and product processes comply with (to be established country-sector specific) CSR standards, in accordance with OECD Guidelines.
Use of services in the Export Enabling Environment.	SMEs use the improved export development and promotion services and products of sector associations, ministries, other trade promotion organisations and private service providers.

Public-Private Cooperation	The public and private sector work together in creating an export-friendly environment regarding: • export-friendly policies, laws and regulations for SMEs; • availability of key inputs, technologies and infrastructure for the production process of exporting SMEs; • a better country/sector image abroad.

CBI projects are structured around the following intervention areas:

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

Customizing programs to the local situation is key, tackling those issues that impede sustainable exports to Europe (and regional markets if applicable). That is why CBI works in close collaboration with local governments, business support organisations, sector associations and other 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 Phase of the above mentioned FFV project in Ethiopia. A description related to this assignment can be found from Chapter 2 and onwards. A checklist and other information about how to submit this tender can be found in Chapter 7.

1.3 Reason for this invitation to tender

The overall ambition of this project is to contribute to the transition to a productive and sustainable FFV export sector in Ethiopia. The key driver of this sustainable transition will be the shift from an air freight oriented export sector towards a sea freight oriented export sector, which will result in sustainability and competitiveness gains for the sector. To achieve this, support will be provided to FFV companies to improve their products and production practices (productivity, sustainability and quality), and engage in more sustainable exports (piloting sea freight export shipments). This will be reinforced by improved sector-wide collaboration, resulting in a more enabling environment for (sea freight) exports, including export conducive rules and regulations, and improved service delivery for companies.

Ethiopia's horticulture sector offers a lot of opportunities for export . The current growth is largely driven by investments in the floriculture sector. Although there are growth opportunities for the FFV sector as well – given the country's favorable climate, high availability of arable land and abundance of river basins and natural lakes – the export of fruit and vegetables is still limited.

Ethiopia's production and productivity levels of FFV are currently low, and poor post-harvest handling negatively affects the quality and shelf-life of the produce. This results in high prices on the domestic market, and a lack of competitiveness on the export market, where Ethiopia often plays a role as back-up producer.

The dependence on air freight for export is a major downside of the Ethiopian fresh sector, due to the associated high costs and negative environmental impact. Importing air freighted FFV is becoming increasingly taboo among European buyers due to the high carbon footprint. For Ethiopia to have the chance to develop a structural export market, improving land and sea logistics is therefore a prerequisite. In addition, the potential of sea freight exports of fresh produce is much larger than that of air freight exports, as ultimately the volumes that can be exported using sea freight are much larger, resulting in lower costs and more market opportunities.

Large-scale investments in the cool chain logistics and infrastructure are expected in Ethiopia. The Dutch Flying Swans consortium is partnering with the Ethiopian government to develop a national cool logistics network that connects Ethiopia to the port of Djibouti (using the railway infrastructure that connects both countries and developing specific hubs in Ethiopia for consolidation and transshipment) to facilitate large-scale horticulture export. This can strongly improve the competitiveness of Ethiopia's FFV sector.

Successful initial pilot shipments using the rail-maritime infrastructure have taken place, and this will continue to expand in the coming years. The companies that are involved in these shipments are foreign owned companies located in Ethiopia, who have all production and export-related processes in place (quality production, access to market, etc.) and as a result are able to engage in the pilot shipments.

In order to facilitate a sector-wide transition towards more sustainable exports, a wider group needs to become involved in sea freight exports, and the sector as a whole needs to be aligned and collaborate to create a more conducive environment for these exports and address existing obstacles.

A group that offers potential when it comes to engaging in sea freight exports, are the Ethiopian commercial farms (a middle group, in between the foreign owned companies on one hand, and the large group of smallholder farmers on the other hand). This group needs support in order to enhance product quality, meet market requirements and establish market linkages. Specific guidance and coaching is needed for these companies to begin using sea freight logistics.

To facilitate the transition to sea freight exports, this project will not target the EU market exclusively, but also include the more nearby market of the Gulf Cooperation Council (GCC) countries (Saudi Arabia, United Arab Emirates, Oman, Qatar, Bahrain and Kuwait). Immediately reaching the EU market, with its strict regulations, heavy competition, and need for advanced cool logistics to ensure the fresh produce 'survives' the long transit time, could initially prove too challenging for CBI's target group. A focus on both the GCC and EU markets therefore offers more opportunities.

Supporting Ethiopia in improving the productivity and quality of its fresh produce, and to make the transition towards a more sea freight oriented export sector will enable this sector to develop itself in a sustainable way and to position itself as a FFV sourcing destination that meets buyer requirements today and in the future.

The current Tender Document is written for a **Business Export Coaching (BEC) expert for FFV SMEs.** This expert will coach and train Ethiopian FFV SMEs regarding their production practices and export management processes, and will work with SMEs to develop and implement an export marketing plan (with specific focus on sea freight export) and a sustainability vision and strategy. The Ethiopia FFV project commenced with an inception phase in 2022. The SMEs participating in the Business Export Coaching have been audited and selected. First activities in the export enabling environment also have taken place. The project will now move to the **implementation phase**. In this phase, the participating SMEs will be coached and trained by the BEC-expert to be recruited by means of this tender.

1.4 Time frame

The schedule below applies to this tendering process.

5 July 2023	Issuing of publication, start of tendering period.
11 August 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.
21 August 2023	Issuing of Memorandum of Information
3 September 2023	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
4 – 21 September 2023	Assessment of Tenders.
22 September 2023	Announcement of the award of the Contract.
7 October 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
12 October 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 October 2023	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

The overall objective of this project is to support the transition to a productive and sustainable sea freight oriented FFV sector in Ethiopia.

Connected to this are the following expected long-term outcomes:

- **Long-term outcome 1: SMEs are competitive, add value (productivity, sustainability, quality) and export sustainably**

Current production, productivity and quality of FFV are low, resulting in high prices and a lack of competitiveness. While there is huge interest in Ethiopia as a sourcing destination (as this is a new country to import from and residue levels on FFV are not very high, creating opportunities amongst others for organic production), it has proven difficult to establish structural business relationships between Ethiopia and international buyers, with things often not progressing after the first order. An important reason for this is the lack of good communication.

Ethiopia’s weak FFV export competitiveness is exacerbated by the sector’s dependence on air freight. The development of new infrastructure therefore offers perspective. Making a successful transition towards sea freight requires sector engagement and trust, sufficient and high-quality production, and conducive policies, rules and regulations. CBI will collaborate with Flying Swans to enable project participants to send pilot shipments to export markets (GCC / EU). Each successful shipment will help build trust and interest, and gradually encourage more companies to follow suit. Each shipment will also enable learning and help identify the obstacles that need to be addressed in order to ensure the regulatory environment is conducive to sea freight exports.

Participating companies will be coached to improve productivity and quality (agronomic skills and expertise), sustainability (certifications, decent work) and to improve their marketing and communication skills so that the export-ready product offer can be increased, and structural business relationships can successfully be established.

- **Long-term outcome 2: The sector effectively collaborates through a National Fresh Fruit and Vegetables platform, and creates a more enabling environment for (sea freight) exports**

To achieve the transition to a more productive, high-quality and sustainable FFV sector, that is able to take full advantage of the opportunity of improved sea freight logistics connectivity, effective sector alignment and collaboration around a shared vision is a prerequisite. Currently, no platform exists that can facilitate this adequately.

The project aims to work with sector stakeholders to establish a National FFV Platform to stimulate effective sector collaboration, and enable stakeholders to raise policy issues and advocate for measures that can increase Ethiopia’s FFV export competitiveness.

- **Long-term outcome 3: Supporting and regulating functions are strengthened, and effective service delivery for SMEs is in place**

To foster an enabling environment for (sea freight) FFV exports, supporting and regulating functions need to be strengthened, and effective service delivery for SMEs is needed. Key needs of the sector will be identified through the National FFV platform, and this platform will also help build support to implement the required changes.

Activities to be carried out under this long-term outcome will gradually be identified, based on the outcomes of the National FFV platform meetings. Key areas of support that have already been identified are: agronomic coaching and support for FFV producers to improve their production and productivity, and meet export requirements; logistics service provision for sea freight exports; more

FFV-specific service provision from the sector association; and adequate sanitary and phytosanitary (SPS) systems and regulations.

CBI will provide direct support to the Ethiopian Producers and Exporters Association (EHPEA), and will indirectly support improved service provision on the other aspects identified (agronomic coaching, logistics service provision, SPS) through needs assessments, and by facilitating advice and support as needed to the service providers to develop and/or improve their services. In other words, we aim to play (as much as possible) a facilitator role instead of an implementer (direct delivery) role, to facilitate market actors and local institutions to find and develop solutions and services that address a particular constraint/opportunity instead of the services being provided by CBI (or other donor organizations).

2.2 Target Group and Target Market

The target group for the activities for the **Business export coaching expert for FFV SMEs**, of this tender consists of:

- Ethiopian FFV SMEs (commercial farms)
- Buyers in the EU and GCC countries

The target markets for this project are countries in the EU, EFTA and in the GCC that demand sea freighted FFV.

2.3 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 exports. 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 refers to Business Export Coaching, but there will be collaboration with the experts working on the Export Enabling Environment.

About Business Export Coaching (BEC)

CBI will support the selected SMEs in defining their priorities and export marketing strategy, focusing specifically on sea freight exports, and will provide capacity-building support to help them in achieving their goals.

The BEC-assistance will include:

- *Individual export coaching:* Export coaching will be provided to a group of selected SMEs, who comply with certain selection criteria (related to their potential on the EU and GCC markets, as well as their need for support). Each selected SME will receive individual coaching from the CBI Business Export Coaching (BEC) expert. This coaching – on a confidential basis – will start with the development of an action plan, based on first assessment and the inputs from the company audits already done. Writing an Export Marketing Plan will be an element in this. The BEC expert will guide and oversee the development of the individual Export Marketing Plan of each company. In order to provide tailored coaching, CBI will send the expert on technical assistance missions. These missions take place throughout the whole project. The intensity varies from one to three times a year, depending on the number of issues per company/group. These missions will focus on output areas like production practices, marketing, CSR and human resources. 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 the scope of the production practices, marketing, CSR and human resources output areas. The CBI project includes amongst others the following thematic sessions: market access requirements, sustainability, effective trade fair participation and online 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 and the GCC, buyers' missions) and digital (website and social media) market entry strategies. The BEC-expert will guide the market entry activities and actively link the companies to his/her own network in the FFV sector.

2.4 Role of the expert and activities

The Business Export Coaching expert for Ethiopian FFV SMEs will do the following:

- Develop export action plans together with the SMEs, based on information from the audits executed in 2022, and first assessment visits to the SMEs to be done in Q4 in 2023.
- Advise the CBI Programme Manager on the amount of coaching and training to be given by the project to each individual company on the basis of its needs.
- Provide coaching and training to the SMEs to make the necessary improvements in production, quality, management and marketing.
- Guide and coordinate development of an individual Export Marketing Plan by the SMEs.
- Advise the SMEs on possible certification (such as Global GAP, GRASP, SMETA, etc.).
- Identify relevant topics for group trainings and provide or arrange such training for the group of SMEs in Ethiopia.
- Organize and coordinate (jointly with CBI staff) a Market Orientation Mission to Europe for the SMEs in the project. In this mission, the SMEs will experience the EU market, be informed about requirements, standards and export process, and meet with relevant buyers and other partners for exporting to Europe. This mission is targeted to take place in February 2024.
- Provide coaching and training to the companies to find and establish business linkages with buyers in the EU and in the GCC.
- Support in business development by opening up his/her network with buyers in the EU and in the GCC to the SMEs and connecting them with importers and other relevant partners
- Assist the companies selected for participation in an international trade fair or other market entry activity in the project, and advise CBI, partners and participants in the preparation and execution for these events.
- Promote the project among buyers in the EU and in the GCC and involve them in the project, actively linking them to CBI, project partners and participating SMEs.
- Advise and guide the SMEs in developing a sea-freight export process (also if this involves shifting production to crops suitable for sea-freight exports).
- Advise CBI, project partners and local institutes on improving sea-freight export logistics and services in Ethiopia, based on the experience of the SMEs in the project.
- Collaborate with the other experts on improving the export enabling environment and sustainability of the Ethiopian FFV Sector in general, by sharing knowledge and experience from the BEC-activities.
- Advise on implementing innovative processes content to the CBI project

The project is currently moving from the inception phase to the implementation phase. 13 Ethiopian FFV SMEs have been audited and selected to participate in the project. The BEC coach will work directly with these SMEs in the coming years. In order to retain momentum, it is important that the BEC expert is able to start the Business Export Coaching Activities immediately in Q4 of 2023.

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). It is envisaged that 1 to 3 visits a year might be necessary in order to build a connection with the SMEs and other local stakeholders. CBI will have a "digital first" strategy which means that if possible, coaching and training will be done online. Decisions on planning of activities, topics and modality will be taken by the CBI Programme Manager.

2.5 Role of the expert within the project team

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

The expert is required to work within a larger team of local and international external experts and service providers, contracted by CBI for specific project activities, as well as with CBI staff (in particular the in The Hague based Programme Manager(s) and Project Officers) and staff and experts of other development partner organisations (donors and the like).

The team of experts for the Ethiopia FFV project currently consists of an international expert for the Export Enabling Environment, and an expert for local project coordination and implementation in Ethiopia. The BEC-expert will work closely together with both of these experts, but is also expected carry out his/her work independently. The expert for local activities in Ethiopia can provide assistance and guidance for planning travel and activities in Ethiopia. However, the BEC-expert should be able and willing to conduct travel for the project independently as well, in case the local expert is not available.

CBI may hire additional experts, depending on the needs identified in the project, on topics such as Corporate Social Responsibility (CSR) and logistics. When this is the case, the BEC-expert is expected to collaborate closely with these experts as well.

Depending on the needs of the programme other external experts and other service providers, besides those under this tender, will be contracted by CBI.

2.6 Lots

The invitation to tender has not been divided into lots, because all the activities are linked and form together one program. By using a framework agreement, it is possible to plan the activities in line with the development of the project and to specify the exact scope at the moment that an expert is needed.

2.7 Contract Period

The Tendering authority intends to conclude a Contract for a period of 3 years, including an unilateral option for the Tendering authority to extend the contract by 1 year.

The duration of the total contract period is estimated for 4 years because this covers the duration of the CBI project and possible delays that can occur due to unforeseen circumstances. It is important for the participating companies and organizations that the executor remains the same throughout the duration of the program.

2.8 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 Netherlands VAT and including all local VAT and fees):

Lot	Contract value in EUR (excl. Netherlands VAT and incl. all local VAT and fees)
Expert(s) for Business Export Coaching in the Fresh Fruit and Vegetables Sector in Ethiopia	€ 260,000.-

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.

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 Contract. 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.

2.9 Safety situation and travel

CBI is concerned about the safety of its staff and of its contracted experts. The assignment takes place in Ethiopia. The current safety situation according to the Dutch Ministry of Foreign Affairs might change during the project period. The most updated travel advice for Dutch citizens can be found on the website of the Dutch Government (https://www.nederlandwereldwijd.nl/reisadvies). In case the expert is a citizen of another country, it is advised to follow the travel advice of your country of residence. In case the safety situation doesn’t allow (local) travel, it may be decided to postpone assignments or work with distant coaching or other online forms. We advise the experts to follow the safety advise of their respective countries.

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, but safety conditions make it impossible to travel, the 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.

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 this tender.

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

3.1 General requirements

- <u>Multiple contact persons are not allowed.</u> 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. If a collaboration is needed to fulfil the suitability requirements, then such collaboration is possible, provided that one single expert in person will remain the contact point for all the stakeholders.
- The role in the assignment from the Tenderer and the other possible consortium partners' or subcontractors' needs to be clearly motivated and described in the proposal and described in your answer to the questions (award criteria) as stated in Chapter 5.
- The expert must be able to act fully independently and without any conflict of interest as a representative of CBI in the FFV sector in Ethiopia. This entails, among others, that the expert should not be directly or indirectly contracted or employed by (or own) selling parties in Ethiopia or importing companies that trade in products covered by this tender from developing countries covered by this tender.
- 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.
- Demonstrable good communication skills in the English language, both spoken and written.
- Proven well-developed intercultural sensitivity skills.
- Strongly developed political awareness and sensitivity.
- Experience and ability to independently work and travel in developing countries.
- Being a team player who can cooperate in diverse team structures (information sharing, conflict solving).
- Reporting skills to communicate on activities, results and project progress.
- Demonstrable coaching and training skills.
- Experience with conducting trainings and workshops in the English language regarding export development and/or (institutional) sector development on location and virtually (at least 40 hours of experience during the last five years).
- Experience in coaching by using distant guidance techniques like e-mail and online tools like Skype, GoToWebinar, Zoom, WebEx, MS Teams for both individual meetings as for group coaching (at least one year of experience within the last five years).

3.2 Requirements relating to professional experience and to knowledge

- At least five (5) years of experience in the FFV sector in a commercial/ technical or consultancy role during the last ten (10) years.
- At least three (3) years of experience with B2B marketing and promotion of FFV in the EU and/or GCC markets during the last ten (10) years.
- At least two (2) years of experience within the last ten (10) years in individual coaching of FFV producers. The coaching should have included at least the topics of quality & productivity, export process, and marketing & communication.
- Experience with conducting trainings and workshops in developing countries in the English language regarding FFV production and trade.
- Proven knowledge of the latest trends and developments, distribution channels, and market players in the EU and GCC FFV markets.
- Proven knowledge of Corporate Social Responsibility issues in the FFV sector.
- Proven knowledge of regulations and buyer requirements, in the EU and GCC FFV sectors.

- Up to date proven knowledge of the structure of the FFV sector in Ethiopia and the roles of its major stakeholders.
- Proven knowledge of cost price calculation, quotation, terms of payment and price in relation to quality and markets in the FFV business.
- Proven knowledge about business development, business models, and required management skills for FFV SMEs.
- Proven knowledge about logistics and sea freight FFV export.
- Up to date and active network of buyers in the EU and/or GCC markets.

3.3 Requirements relating to the prices/rates

- The Tenderer will provide the rate in euro applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- The rate 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 the Tenderer is not located in Ethiopia, you may, when carrying out assignments in Ethiopia, invoice local expenses according the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced following at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (https://icsc.un.org/). This list is updated on a regular basis. DSA is NOT applicable for experts living in Ethiopia.
- In case the Tenderer is located in Ethiopia he can only invoice the local expenses when travelling to one of the cities of the programme the Tenderer 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 the Tenderer 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 the Tenderer's own city must be included in the daily rate.
- International flight tickets and hotel must be booked by the Tenderer itself and can only be reimbursed if valid receipts are added to the invoice. All flight tickets will be economy class.
- **The maximum daily rate is € 700.- excl. VAT.**
- The Tenderer will not submit any zero or negative prices/rates, including for parts of the agreement.
- The rate is fixed for the duration of the framework agreement and cannot be indexed.
- The Tenderer will charge retrospectively based on actual costs and specify daily rate.

3.4 Tax-related requirements

- The Contractor indemnifies the Contracting authority against any claims from the Dutch Tax and Customs Administration *(Belastingdienst)* or other tax authorities.
- The Tenderer will quote the prices according to the following structure:
    - the amount excluding Dutch VAT and any VAT due outside the EU;
    - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
    - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Tendering authority within fifteen calendar days of the request to do so.
- You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

- Contractor indemnifies the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is **established in the Netherlands** and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
- If you submit a statement from the tax inspector within 30 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate. You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
- It is not allowed to charge Netherlands VAT over this amount if the registered office off the contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

3.5 Invoicing requirements

- The payment schedule will be agreed upon in the further agreement.
- You must include a summary of the actual hours/days worked in accordance with the applicable rates.
- **For companies established in the Netherlands only**
  E-invoicing
  The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:
  - The invoicing portal of the Dutch government
  - Link with Digipoort
  - E-invoicing with your own (accounting) software package through Simpler invoicing
  - E-invoicing through a service provider.

  See attached ”Brochure e-factureren”.
  For companies not established outside of the Netherlands
  The paragraph concerning E-invoicing does not apply to companies located outside of the Netherlands. Non-Dutch companies can send their invoices in PDF format by email what will be made clear in the further agreement.

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 if provisional award is given):

a. Proof of insurance against business risks and/or
b. Annual accounts or extracts from the annual accounts if the law in the country in which the Tenderer is established requires publication of annual accounts and/or
c. A statement concerning the total turnover and the turnover for the business activity that is the subject of the contract, applicable to at most the last three available book years, depending on the formation date or the date on which the Tenderer commenced his professional activities, to the extent that such turnover figures are available.

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

4.3.2 Professional/trade register extract

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

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

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

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

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

The assessment consists of 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. The Tenderer must score a minimum of 50 out of the 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
b. Assessment of the prices/rates with a maximum of **10 points**. If the daily rate is higher than **€ 700.- excl. VAT**, the Tender is set aside and excluded from further participation in the tendering process.
c. The maximum total points that can be obtained is **100 points.**

5.2 Quality preferences

In providing your response on the award criteria:

1. Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
2. Relate your answer as much as possible to a position mentioned in your CV. <u>All used examples have to be related to the CV of the expert who executes the assignment</u> (also in case of a consortium or subcontractor). Please hand in a CV.
3. The role in the assignment from the Tenderer and the other possible consortium partners' or subcontractors' needs to be clearly motivated and described in your proposal and your answer to the questions (award criteria) as stated in Chapter 5.
4. Provide the amount of examples which is asked. In case not all examples are provided, less points will be awarded.
5. Describe the answers in your Tender for the award criteria in Chapter 5 in order of the given award criteria.

5.2.1 Preferences relating to coaching skills on production and export related topics

Max. 30 points available	Assessment aspects:
30	Describe in a concise manner <u>one example</u> of your (and of the whole team you are tendering with like subcontractors/ consortia and other employee's) experience in successfully coaching FFV producers in least developed and lower and middle incoming countries on improving their production practices with a view to exporting to Europe or to the GCC. Pay attention to at least the following topics: • Step-by-step approach on coaching FFV companies to develop and implement an action plan with improvements in production practices and export marketing, that led to the successful export of their products to Europe or the GCC. • Describe how you successfully coached and convinced the exporter to implement improvements with a view to exporting to Europe. • Describe any obstacles you encountered and how you addressed those obstacles. • Describe how you will use you approach and coaching skills for this Tender assignment. • 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.

	Please show in your answer at least that you are familiar with the issues and challenges in the export value chain for FFV companies, your level of relevant experience, and your expertise regarding effective implementation of FFV production practices and export marketing. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Your response should not exceed 2 pages A-4. Be aware: If you use more than 2 pages A-4, all the extra pages will not be taken into account for assessment.

5.2.2 Preferences relating to your network among FFV buyers in the EU and GCC

Max. 30 points available	Assessment aspects:
30	Describe <u>one example</u> of your (and of the whole team you are tendering with like subcontractors/consortia and other employee's) specific networks in the European and GCC markets for FFV. Describe your experience in using these networks to strengthen cooperation between European and GCC importers and FFV companies from lower and middle income countries. Provide one example describing your approach and the result. Pay attention to at least the following topics: • Describe your specific networks in the FFV markets in Europe and the GCC. • Describe your approach to successful matchmaking, using your network, and the result of this approach. • Describe how you will use you approach and network for this Tender assignment. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Your response should not exceed 2 pages A-4. Be aware: If you use more than 2 pages A-4, all the extra pages will not be taken into account for assessment.

5.2.3 Preferences relating to a possible approach on coaching SMEs to develop sea-freight exports

Max. 30 points available	Assessment aspects:
30	Draft a concise plan of action on how you (and the whole team you are tendering with like subcontractors/ consortia and other employees) plan to achieve the objective of realising sea-freight export by Ethiopian FFV producers as described in chapter 2.1. Your plan of action should at least include the following topics: • General methodology and approach • Overview of main activities • Describe the two most important risks to persuade stakeholders to follow your advice and successfully develop or shift to sea-freight exports • Describe the mitigation strategy for the two most important risks mentioned above Your plan of action will be assessed on all topics together as a whole using the table in paragraph 5.3. Your response should not exceed 2 pages A-4. Be aware: If you use more than 2 pages A-4, all the extra pages will not be taken into account for assessment.

5.3 Assessment method for qualitative preferences

5.3.1 Assessment of preferences in relation to qualitative preferences

In the list of preferences, the assessment aspects to which the preference relates and the weighting of the preference are indicated.

During assessment, the assessment team will work in accordance with the following scale.

Quality offered	Percentage of maximum number of points for each preference
Excellent, with added value	100%
Very good, with some added value	90%
Good	80%
Very satisfactory	70%
Satisfactory	60%
Reasonably satisfactory	50%
Mediocre, not entirely satisfactory	40%
Very mediocre	30%
Poor, unsatisfactory	20%
Very poor, unsatisfactory	10%
No result	0%

5.3.2 Assessment of preferences in relation to prices/rates

Price	Awarded Points
> € 700	Exclusion from the tender process
€ 700 until €690	0
€ 690 until €680	1
€ 680 until €670	2
€670 until €660	3
€ 660 until €650	4
€650 until €640	5
€ 640 until €630	6
€630 until €620	7
€ 620 until €610	8
€610 until €600	9
€600 and <€600	10

The maximum daily rate is €700.- excl. VAT. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

6 Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

1. An assessment committee will assess the award criteria. The assessment committee consists of minimum 3 adequately equipped and expert assessors. First, the assessors will assess your written responses on the qualitative award criteria individually. Hereafter the assessment committee will determine a final score by consensus per award criterion, during a plenary meeting. A maximum of 90 points can be obtained for your responses to these award criteria. Tenderers who do not meet the minimum number of points of 50 on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of 10 points. If the daily rate is higher than € 700.- excl. VAT, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points.**

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering authority having to award the Contract to more parties than is desired, then the Tendering authority will award the Contract to the Tenderer with the highest final score for the sub criterion:

5.2.1 Preferences relating to coaching skills on production and export related topics

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

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering authority will only request evidence from the *winning* Tenderer. The Tendering authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering authority will inform every Tenderer of this situation. The Tendering authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Time Frame

See time frame in Subsection 1.4.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering authority's contact person via TenderNed.
You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.
If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Mr. Quintin Stoutjesdijk: Quintin.Stoutjesdijk@rvo.nl.

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

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

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit http://www.tenderned.nl/eherkenning-en-tenderned-0 for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering authority
Questions are to be asked via TenderNed. See https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned.

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

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

7.3.9 Information about the Tenderer's obligations

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

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:
Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
Provisions pertaining to occupational health and safety and terms of employment: the Ministry of

Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.11 Complaints procedure

If a Tenderer disputes a response given by the Tendering authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.12 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.13 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.4) and it is a final deadline.

In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company. **The Tendering authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close.** Upon registering your organisation, you must add your proposal via TenderNed. **Please note that your Tendered registration will be final after several days, after you received a registration code which you have to use first.**

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

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

7.3.14 Structure and content of the Tender

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

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

Subject	Description	Action required from Tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering authority's award criteria	Add to TenderNed
'Prices/Rates' annex	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
CV and examples asked at the Award criteria	CV('s), examples. Remember to write your proposal in order of the given award criteria in Chapter 5.	Add to TenderNed

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

7.3.15 Legal signature

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

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

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

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

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

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

7.3.16 Submission of a Tender in collaboration with other organisations

It is not possible to meet the requirements together if you submit with multiple people, the expert who is the contact person for the companies and CBI must meet all requirements independently by himself under chapter 3 of the tender document. The other possible consortium partners or subcontractors are supplementary and supportive and do not have to meet all requirements in person.

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

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

The role in the assignment from the Tenderer and the other possible consortium partners' or subcontractors' needs to be clearly motivated and described in the proposal and described in your answer to the questions (award criteria) as stated in Chapter 5.

Provide the amount of examples which is asked. In case not all examples are provided, less points will be awarded.

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

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

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

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

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

7.3.17 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).

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

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

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

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

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

7.3.19 Communication and language

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

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

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

7.3.20 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract (ARVODI 2018).

7.3.21 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.

7.3.22 Explanation and verification of the Tender

The Tendering authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.3.23 Request for supplementary information concerning the Tender

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

7.3.24 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering authority.

Standstill period
All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interests in relation to the judgement

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

7.4 Further Agreements within the Contract

An assignment within the Contract is referred to as a Further Agreement. A Further Agreement states the specific Services to which it relates and its duration, within the scope of this Tender.

Annexes

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

Annex 1: European Single Procurement Document
Annex 2: Prices/Rates
Annex 3: Draft Framework Agreement
Annex 4: General conditions ARVODI 2018
Annex 5: Complaints Procedure
Annex 6: Draft Data Processing Agreement