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 Climate-Smart Coffee Programme in Uganda of CBI

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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 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 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.
EU-based expert	An EU-based expert is a person or a (part of a) company which is located in a country of the European Union or the EER.
European Single Procurement Document	A statement in which the Tenderer declares its 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: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*).
International expert	An international expert is a person or (part of a) company that is located outside of Uganda and not being an EU-based expert.
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.
Locally-based expert	A locally-based expert is a person or (part of a) company that is located in Uganda.
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 (*Aanbestedingswet 2012*)

Data Processing Agreement	An agreement signed by the Contracting authority and the Contractor concerning the processing of personal data by the Contractor.
Services	The services the Contractor provides for each lot as described in this Tender Document.
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/proposal submitted by the Tenderer in response to this Tender 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.

Specific terminology and abbreviations

CSRD	Corporate Sustainability Reporting Directive
EUDR	Regulation (EU) 2023/115 of the European Parliament and the Council of 31 May 2023 on the making available on the Union market and the export from the Union of certain commodities and products associated with deforestation and forest degradation and repealing Regulation (EU) No 995/210 (Official Journal of the European Union, L150/206, 9 June 2023)
GAPs	Good Agricultural Practises
PM	CBI Programme Manager
SMEs	Small and Medium Enterprises
TAM	Technical Assistance Mission

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for a CBI project in the coffee sector in Uganda.

This tender consists of two lots:
- Lot 1: A team consisting of three experts for business export coaching, EUDR compliance, climate-smart coffee production and project coordination.
- Lot 2: A team consisting of two experts for paid-for-services and sector development and project coordination.

Experts in each lot will cooperate closely. More detailed information about the lots can be found in section 2, particularly section 2.4.

The project for the two lots is expected to start on 3 April 2024. The Tendering Authority intends to conclude a Contract (Framework Agreement) with one team for each lot for an initial period of one (1) year with a unilateral option for the Contracting authority to extend the Contract with four years. The initial period of one year (12 months) will serve as the project's 'inception phase'. Upon completion of the inception phase, the information gathered will be used by CBI to determine how to further shape the project and whether to proceed to the 'execution phase'. The execution phase will have a duration of four years. For the Contract to be extended to the execution phase, the Contracting authority will need to be satisfied with the delivery of the contracted team members and confident that the goals of each lot will be met during the remainder of the project. Also no other unforeseen events have taken place on which grounds Contracting authority has to decide not to exercise its option to extend the Framework Agreement.
The Contractor will be informed in writing about the extension of the Contract at the latest one month before the inception phase will end. The total duration of the Contract for the two lots, including a unilateral option for extension, is five years.

Please note: a normal Framework Agreement may not last more than four years according to the Public Procurement Act. This Framework Agreement lasts longer because the inception and execution phase of this Contract form one assignment and cannot be separated; the insights and feedback collected during the inception phase will be used to refine the project's objectives and strategies for the purpose of the execution phase.

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. IUC-EZK (procurement office) 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.

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.
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 (usually 4-6 years) are structured around the following intervention areas:

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

Customizing programs to the local situation is key, tackling those issues that impede sustainable exports to Europe (and regional markets if applicable). That is why CBI works in close collaboration with local governments, trade promotion organisations, sector associations and other expert organisations. CBI works in 24 countries and 13 sectors.

Not only does CBI integrate CSR in its own work, it is also asked from all stakeholders to do so. Furthermore, the United Nations Sustainable Development Goals are very important guidelines as well. CBI contributes directly to goal 1 (No poverty), 8 (Decent work and economic growth), 12 (Responsible consumption and production) and 13 (Climate action). For further information on the CBI, please visit www.cbi.eu

1.3 Reason for this invitation to tender

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

An inclusive Ugandan coffee sector exporting traceable, climate-smart coffee.

The aim of the project is to contribute to an inclusive Ugandan coffee sector where farmers and SMEs produce and export traceable, climate-smart coffee that meets the Regulation (EU) 2023/115 of the European Parliament and the Council of 31 May 2023 on the making available on the Union market and the export from the Union of certain commodities and products associated with deforestation and forest degradation and repealing Regulation (EU) No 995/210 (Official Journal of the European Union, L 150/206, 9 June 2023) (EUDR).

Background Information

The coffee sector is central to Uganda's economy, but climate change is affecting the sector as annual temperatures have risen across the country, potential evapotranspiration increased, and the distribution of precipitation has become more variable. The majority of coffee farmers is not yet adapted to future conditions, threatening the long-term viability of the sector.

In addition, the EUDR, which dictates that imported coffee, among other products, needs to be deforestation-free, entered into force on June 29, 2023. As of December 2024 large and medium-sized Ugandan coffee companies and as of July 2025 small and micro-sized Ugandan coffee companies will need to comply with the EUDR if they want to sell their coffee on the European market.

This project will support a selected group of small and medium sized companies (SMEs) that export coffee to Europe to comply with the EUDR. The project will also contribute to the wider sector transition to 'climate-smart' coffee production, by supporting SMEs in working with farmers on climate-smart coffee production, through the development of public-private service provision and by facilitating sector exchange.

Long-term outcomes of the project are threefold:
1) Ugandan SMEs grow their export of traceable, climate-smart coffee on EU markets.
2) Effective public-private service delivery supports inclusive growth of the coffee sector.
3) Sector stakeholders engage in constructive dialogues on the transition to traceable, climate-smart coffee production.

1.4 Time schedule

The schedule below applies to this tendering process.

13 December 2023	Issuing of publication, start of tendering period.
15 January 2023, 12:00 hours CET (noon)	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 the Data Processing Agreement) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions) and the Data Processing Agreement.
25 January 2023	Issuing of Memorandum of Information
5 February 2024, 12:00 hours CET (noon)	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
13 February 2024	Assessment of Tenders.
6 March 2024	Announcement of the award of the Contract.
21 March 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
26 March 2024	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
3 April 2024	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

This project aims to support selected SMEs in exporting traceable, climate-smart coffee to Europe, and to adequately respond to the EUDR. The premiums which SMEs receive for their coffee should allow them to pay a fair price to the farmers they work with, enabling farmers to invest in their farm and make the transition to climate-smart coffee production. In addition, CBI intends to engage with sector stakeholders, including government and service providers, to support the wider transition to climate-smart coffee production.

Inception phase

Per lot the project will begin with the inception phase which will last one year. This initial period will focus on in-depth research, assumption testing, and network building. The insights and feedback collected will be used to refine the project's objectives and strategies to better meet the specific needs of the sector and its stakeholders.

The purpose of the inception phase for lot 1 will be to:

- Identify EU coffee importers that are interested in sourcing traceable, climate-smart coffee Robusta/Arabica from Uganda, if they are willing to pay a premium, and investigate opportunities and barriers for cooperation;
- Identify and audit SMEs who are willing and able to contribute to the project and its objectives;
- Organize a roundtable and/or conduct a number of interviews with multinationals/large exporters to better understand their view on the Ugandan coffee sector with a specific focus on the impact of climate change and the upcoming EUDR;
- Identify root causes to go from traditional farming to climate-smart farming;
- Assess SME-service-needs when it comes to export, climate-smart coffee production and the EUDR.

The purpose of the inception phase for lot 2 will be to:

Identify and assess to what extent public/private service providers exist who are willing and able to effectively address the identified needs of SMEs;

- Create an overview of planned or running projects executed by other organisations (e.g. government, development finance institutions, NGOs) in the coffee sector to avoid duplication and explore possibilities for cooperation;
- Build a network of sector stakeholders and facilitate ongoing discussions and existing action plans around how to produce and export traceable, climate-smart coffee;
- Identify what role alumni companies from an earlier CBI coffee project could play in this project.

2.2 Target Group and Beneficiaries

The target group for the activities under lot 1 of this this tender consists of:

- Ugandan coffee exporting SMEs: this group will consist of companies that are willing and/or able to source and export traceable, climate-smart coffee;
- European buyers/importers: to be involved early-on in the project, and to be connected to the selected SMEs.

The target group for the activities under lot 2 of this this tender consists of:

- All relevant stakeholders in the coffee sector in Uganda, particularly actors in the enabling environment and service providers that support the transition to traceable, climate-smart coffee production.

2.3 Target Market

The target markets for this project are countries in the EU and EFTA where there is demand for traceable, climate-smart produced coffee.

2.4 Role of the experts

<u>Lot 1</u>

In this lot we are searching for a team, consisting of three experts, to support Ugandan SMEs to successfully export traceable, climate-smart coffee to EU markets.

Please note: this project will include frontrunner companies and second movers. Frontrunner companies are CBI alumni that have already received business export coaching as part of the CBI coffee programme in Uganda from 2012-2016. As a result, export coaching will need to be tailored to companies at different stages of business maturity, and not all companies might be in need for export coaching. It is expected that second movers will require more extensive training (e.g., on topics such as governance, finance, marketing and human resources) compared to frontrunner companies.

a) Expert for EUDR compliance and business export coaching (preference: an EU based expert)

This expert will provide export coaching and train a group of around 10-15 coffee exporting SMEs. The short-term goal is that SMEs are able to maintain their market share on the EU market by meeting the requirements of the EUDR. The longer-term goal is that those SMEs are able to successfully grow their export of traceable, climate-smart coffee. Contracting authority has a clear preference for an EU based expert. In this context, the expert will perform the following tasks:

- Coach SMEs in sourcing climate-smart coffee. The goal is to support SMEs, and the farmers they source their coffee from, in transition to climate-smart coffee production.
- Support SMEs to become compliant with the EUDR. This specifically entails setting up internal systems and procedures that allow SMEs to sell traceable coffee.
- Conduct export audits with potential participating SMEs and co-develop action plans to implement necessary improvements. These audits will target meeting EU market demands, as well as tackling export marketing and management issues.
- Offer coaching and hands-on training to help SMEs implement the improvements.
- Assist in business development by leveraging your European network to link local SMEs with potential European importers and other relevant parties.
- Provide advice on incorporating innovative processes and content into the CBI project.
- Support the SMEs in attending events like international trade fairs or roadshows, and advise CBI, project partners, and the SMEs on their preparations for these activities.
- Engage European buyers in the project and share their contacts with CBI and project partners for further outreach.

The expert is expected to conduct one to three technical assistance missions (TAM) per year. In between these missions or if travel restrictions interfere, the expert will maintain online contact with stakeholders. The planning may adjust based on project needs, participant requirements, and constraints on international travel. The expert for climate-smart coffee production and the expert for local project coordination will play a critical role by providing both online and in-person support between TAM missions of the business export coach. Decisions on activity allocation will be guided by the CBI Programme Manager, taking into account these factors as well as budget considerations.

b) Expert for climate-smart coffee production (no preference for where the expert is based)

This expert will coach and train farmers and SMEs in producing and sourcing climate-smart coffee. Contracting authority is searching for a seasoned coffee agronomist. Contracting authority has no clear preference for where the expert is based. However, a locally based expert will be appreciated. This expert will give the trainings on-site. This expert will perform the following tasks:

- Give trainings to farmers and SMEs on how to transition from traditional farming to climate-smart farming.
- Train farmers in climate smart agronomical skills, post-harvest management, disease and pest control, quality control, etc.
- Improve knowledge exchange between exporters and producers to improve the understanding of each other needs.
- Provide advice on incorporating innovative processes and content into this project. Provide advice on how to scale and how to best disseminate knowledge further in the sector.

c) Expert for local project coordination (preference: a locally based expert)

This expert will work closely together with the other two experts and provide local support, arrange all logistical aspects, network management, and the day-to-day coordination of all activities related to this lot. Contracting authority has a clear preference for a locally based expert. Specifically, this expert will:

- Act as CBI's local representative in the Ugandan coffee sector, serving as the link between local SMEs and CBI staff and experts.
- Assist with the logistics of site visits, including scheduling meetings and arranging transportation for other experts and CBI staff when they are in Uganda.
- Support online coaching and training sessions. This might also be done with other experts contracted outside of this tender with specific expertise.
- Maintain regular communication with sector stakeholders to encourage and monitor their engagement in the project's initiatives.
- Assist with logistical details for meetings and training sessions, including agenda setting, venue selection, catering, equipment, and sending out invitations.
- Moderate stakeholder meetings as needed to facilitate effective dialogue and collaboration.

Lot 2
In this lot we are searching for a team, consisting of two experts, that will, together with service providers, develop paid-for-services that support inclusive growth of the sector. Furthermore, the team will help drive the transition to traceable, climate-smart coffee production through sector development activities such as coalition building, coordination of pilots, and dissemination of best practises.

a) Expert for paid-for-services and sector development (no preference for where the expert is based)
This expert will coach and guide sector stakeholders to create a more climate resilient coffee sector. A special focus will be on the development of paid-for-service models, including commercial service delivery to companies and organisations, that support SMEs to comply with the EUDR and grow their export of climate-smart coffee. Furthermore, this expert will work on coalition building and creating consensus around climate-smart coffee production, identify best practises (for example through pilots on access to finance or traceability systems) and the sharing of knowledge. Contracting authority has no clear preference for where the expert is based. Specifically, the expert will:

- Advise relevant Ugandan coffee stakeholders on effective steps forward to develop paid-for services for EUDR compliance, and climate-smart coffee production. This includes identification of relevant actors like commercial companies and highlight the business opportunity for the coffee sector.
- Advise the CBI team on effective interventions to support the development of paid-for-services for EUDR compliance, and climate-smart coffee production. An improved service delivery by service providers is needed; one that is based on a sound business case. Establishing a sustainable financing model for service delivery is of utmost importance to guarantee the durability of the delivery of services, also after the CBI project has ended. The consultant is required to propose, bring in best practices from other projects countries/sectors, analyse and discuss the various options with the stakeholders and CBI.
- Identify bottlenecks and opportunities in the transition towards a climate-resilient coffee sector and align activities under other development projects and donor organizations with the CBI project activities.
- Advice on possible initiatives (pilots) and identify best practices (e.g. access to finance for farmers, traceability and promotion of climate resilient varieties).
- Organize and host various types of meetings, such as Communities of Practice to foster collaboration and knowledge sharing among stakeholders and share best practices for a climate-smart coffee sector.

The expert can use online platforms for meetings and coaching, but on-site visits are also anticipated, to establish strong relationships with local stakeholders. The planning may adjust based on project needs, participant requirements, and constrains on international travel. The other team members will play an important role in further coffee sector development. Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments taking into account the abovementioned factors as well as budget considerations.

b) Expert for local project coordination (preference: a locally based expert)
This expert will work closely together with the paid-for-services and sector development expert and provide local support, arrange all logistical aspects, network management, and the day-to-day

coordination of all activities related to this lot. Contracting authority has a clear preference for a locally based expert. Specifically, the expert will:

- Act as CBI's local representative in the Ugandan coffee sector, serving as the link between local stakeholders and CBI staff and experts.
- Support the organization of various types of events that facilitate discussions and planning for sector development, such as stakeholder meetings, sector events, and Communities of Practice.
- Assist with the logistics of site visits, including scheduling meetings and arranging transportation for other experts and CBI staff when they are in Uganda.
- Support online coaching and training sessions. This might also be done with other experts contracted outside of this tender with specific expertise.
- Maintain regular communication with sector stakeholders to encourage and monitor their engagement in the project's initiatives.
- Assist with logistical details for meetings and training sessions, including agenda setting, venue selection, catering, equipment, and sending out invitations.
- Moderate stakeholder meetings as needed to facilitate effective dialogue and collaboration.

For all lots:
The experts carry out their work under the supervision of the respective CBI Programme Manager (PM) based in The Hague. The PM is responsible for the project's overall management, monitoring, budget, and outcomes.

Activity levels for all roles and planning of activities across all lots will vary based on project needs, management decisions, and the specific challenges and opportunities in the sector and external factors. Please refer to the description of the roles above for a general outline. All decisions regarding activity allocation will be made by the CBI Programme Manager.

To reach the project objectives, close coordination is expected between the experts of lot 1 and lot 2. The exact details of this collaboration will be established after the Contract has been signed.

Besides the experts mentioned in lots 1 and 2, additional experts or service providers with specialised thematic expertise may be contracted in separate assignments, to support the project's implementation. The experts contracted under this tender will work closely both amongst themselves and with any other expert to be contracted. This collaborative approach aims to achieve the project's objectives efficiently and cohesively. Final decisions regarding the allocation of specific assignments between experts will be made by the CBI Programme Manager to ensure smooth project execution and to minimise role overlap.

2.5 Contract

The invitation to Tender has been divided into two lots.

Per lot there will be one Tenderer who submits a proposal for all expert roles. Tenderer is free to choose how to submit its proposal.

An expert-person can participate in more than one team. This means: it is allowed to participate in a Tender for lot 1 as well as for lot 2.

2.6 Contract Period

The Contract period consists per lot of two phases:

Inception phase: inception period of one year with a unilateral option for the Contracting Authority to extend the contract with a period of four yours if the criteria for extension are met (see section 1). Contractor will be informed in writing about the extension of the Contract at the latest one month before the inception phase will end.
Execution phase: execution phase which will last four years. During the term of the Contract it is important that the team composition of experts remains the same per lot.

The total duration of the Contract period is a maximum of five (5) years.

The Contracting Authority is entitled to terminate the Contract per lot prematurely as soon as the maximum value of the Contract for that particular lot is reached, without any further compensation. Contracting Authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

2.7 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 costs):

Lot	Description	Maximum Contract value in EUR excluding VAT and including all local VAT and costs
1	**Three experts for business export coaching, EUDR compliance, climate-smart coffee production and coordination**	Maximum value inception phase: €239.000 Maximum value execution phase: € 625.000 Maximum total contract value lot 1: €864.000
2	**Two experts for paid-for-services and sector development and coordination**	Maximum value inception phase: €75.000 Maximum value execution phase: €300.000 Maximum total contract value lot 2: €375.000
	Total contract value of this Tender (lot 1 + lot 2)	**€ 1.239.000**

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. There is a possibility that the maximum Contract value per lot will not be spend, depending on how the project develops.

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.

3.1 General requirements

<u>For all lots:</u>

1. **Single Point of Contact**: Every lot has one single point of contact with CBI and with the other lot. For lot 1 the single point of contact is the Expert for EUDR compliance and business export coaching. For lot 2 the single point of contact is the Expert for paid-for-services and sector development. Please note that to reach the project objectives, close coordination is also expected between the experts of lot 1 and lot 2.
2. **CV Submission**: The team members per lot submit a concise Curriculum Vitae (CV). The CV's will be assessed in chapter 5, award criterions 5.2.1 (for lot 1) and 5.2.6 (for lot 2) and have to meet the criteria mentioned in this chapter.
3. **Role of Experts:** The team complies with the roles of the experts as described in Section 2.4 of this Tender Document.
4. **Independence and Conflict of Interest**: All experts applying for this tender must act fully independently and without any conflict of interest as a representative of CBI in the coffee sector in Uganda. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in Uganda or importing companies that trade in services covered by this tender from developing countries covered by this tender.
5. **Collaboration:** Proven experience in collaborating effectively with remote or cross-disciplinary teams. Please note: if an expert is not functioning properly in his/her role, i.e. unable to properly execute the assignment and/or collaborate effectively with the other team members for that particular lot, he or she will first receive a warning in writing, from the CBI PM. If the collaboration does not improve, a second and last warning follows. If this does not resolve the situation, the Contractor has to replace the expert for a new expert.
6. **Replacement:** In case of a replacement of one of the team members, this is only possible after approval by the CBI PM, and only if the new expert meets the requirements specified in this chapter, as well as the generally applicable conditions under this tender. In the event of the replacement of one of the experts in the team, the costs of the transition will be borne by the team. This includes, but is not limited to, costs for building a trust relationship with the companies and sector associations in the project, as well as costs for getting sufficiently acquainted with the CBI working methods and procedures.
7. **Coaching Schedule**: The coaching is done continuously throughout the year/week and not arranged via fixed days per week or per month. In principle experts should be available all year round.
8. **Language Requirements**: The official working language for interactions with companies and sector stakeholders across both two lots is English. The reporting language for communications with CBI during the assignment is English. Therefore, all team members must demonstrate effective communication skills in both spoken and written English in their CVs. A proficiency level of at least C1 as per the Common European Framework of Reference for Languages (CEFR) (or comparable) is required. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C1 CERF. Native speakers will be considered as comparable.
9. **Digital Tools:** At least three (3) years of experience in coaching by using distant guidance techniques like e-mail and online tools (for example GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching.

3.2 Requirements relating to knowledge and to professional experience for lot 1

a) Expert for EUDR compliance and business export coaching

1. At least three (3) years of experience in the EU coffee market in a commercial, technical or consultancy role during the last ten (10) years.
2. Experience with B2B and/or B2C marketing and promotion of coffee in the EU market for at least three (3) years during the last ten (10) years.
3. At least three (3) years of experience in coaching coffee companies in developing countries on their business and export management processes during the last ten (10) years.
4. Proven knowledge of the EUDR, and the (potential) impact on the Ugandan coffee sector, in particular for SMEs and farmers.
5. At least three (3) years of experience in working with SMEs in setting up/implementing traceability systems for coffee production and export purposes during the last ten (10) years).
6. Proven knowledge of the latest trends and developments, distribution channels, and market players in the EU coffee markets with a focus on demand of EU-based SMEs.
7. Up-to-date and active network of EU buyers and agents in EU coffee buying markets.
8. Proven experience with moderating, facilitating and conducting trainings and workshops regarding export development.

b) Expert for climate-smart coffee production

1. At least three (3) years of experience with climate-smart coffee production such as regenerative agriculture and agroforestry techniques during the last ten (10) years.
2. At least three (3) years of experience in good agricultural practices (GAPs) such as post-harvest management disease and pest control, quality control, organic fertilizer use, etc. during the last ten (10) years.
3. At least three (3) years of experience in giving trainings to and coaching coffee farmers/SMEs on transitioning from traditional coffee farming to climate-smart coffee farming during the last ten (10) years.
4. At least three (3) years of experience in the Ugandan coffee sector in a commercial, technical, or consultancy role during the last ten (10) years.
5. Proven ability to bring producers and exporters together, to facilitate learning and knowledge exchange.

c) Expert for local project coordination

1. At least three (3) years of experience in project coordination for (semi) governmental organisations/donor organisations, including organising logistics for projects or events in Uganda during the last ten (10 years).
2. Ability to arrange and facilitate business related issues in the Uganda context, as well as excellent capabilities for logistical 'trouble-shooting'.
3. Capable to monitor logistic arrangements whenever necessary on the ground in Kampala even on very short notice (last-minute preparation) without long haul travelling.

3.3 Requirements relating to knowledge and to professional experience for lot 2

a) Expert for paid-for-services and sector development

1. Proven knowledge of models and best practices regarding public-private driven sector development in both developing and developed countries. At least three (3) years of coaching and consulting experience with public-private stakeholder dialogue structures in the coffee sector during the last ten (10) years.
2. At least three (3) years of experience in coaching/training/advisory in an export enabling environment related to the development of export services in the coffee sector, offered by either sector associations or private sector service providers during the last ten (10) years. Services include export marketing/promotion/branding, sustainability requirements, digital marketing, market intelligence, SME export coaching, market entry activities.
3. At least three (3) years of experience with jointly developing business cases for sustainable service delivery models in developing countries in cooperation with potential local clients and service providers during the last ten (10) years.

4. At least three (3) years of experience in building effective coalitions/multi-stakeholder partnerships to drive sector transition processes during the last ten (10) years.
5. At least three (3) years of experience in developing and coordinating pilots that help identify best practises, preferably in coffee and/or agriculture, during the last ten (10 years).
6. Proficiency to communicate at different levels with various stakeholders in value chains, in order to build and maintain relations necessary for the project and to represent the CBI interests, both at European and local level.
7. Proficiency to build a relationship network with other donor organisations, so that duplication is prevented and planning and thematic alignment is optimal.

b) Expert for local project coordination

1. At least three (3) years of experience in project coordination for (semi) governmental organisations/donor organisations, including organising logistics for projects or events in Uganda during the last ten (10 years).
2. Ability to arrange and facilitate business related issues in the Uganda context, as well as excellent capabilities for logistical 'trouble-shooting'.
3. Capable to monitor logistic arrangements whenever necessary on the ground in Kampala even on very short notice (last-minute preparation) without long haul travelling.

3.4 Requirements relating to the prices/rates

1. The Tenderer will provide the rate in EURO applicable to this assignment by filling in the appendix entitled 'Prices/Rates' (Annex 7).
2. The rates must be in euros and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, costs related to visa applications (except costs payable to a foreign Embassy for visa application), and local travel and local accommodation expenses. "Local" is in this case the city where the expert is based. They do not include VAT.
3. The maximum daily rate, excluding VAT, for each expert under this Tender is as follows:
   - EU based expert: 750 EUR for lot 1 and 2
   - International expert: 750 EUR for lot 1 and 2
   - Locally based expert: 450 EUR for lot 1 and 500 EUR for lot 2

   These daily rates are maximum rates. If Tenderer offers a higher rate per expert, the Tender is set aside and excluded from further participation in the tendering process.
4. **In case your company is not located in Uganda,** you may, when carrying out assignments in Uganda, 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/).
5. **In case your company is located in Uganda** you can only invoice the abovementioned UN-DSA, when travelling to one of the cities of the programme your company is NOT located in, after approval of the CBI Programme Manager. The costs for travelling within your own city must be included in your daily rate.
6. The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
7. The rate is fixed for the duration of the framework agreement and cannot be indexed.
8. The Tenderer will charge retrospectively based on actual costs and specify daily rates.

3.5 Tax-related requirements (for all lots)

1. The Contractor indemnifies the Contracting authority against any claims from the Dutch Tax and Customs Administration *(Belastingdienst)* or other tax authorities.
2. The Contractor 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.

3. If the Contractor indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting authority within fifteen calendar days of the request to do so.
4. Contractor is 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.
5. Contractor guarantees 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.
6. 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.
7. 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**, Contractor 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).
8. If Contractor submits 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. Contractor is liable for any costs (extra or otherwise) in the event that he incorrectly charges no VAT or an incorrect amount of VAT to the Contracting authority.
9. It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside The Netherlands. Contractor pays the Netherlands VAT to the Netherlands tax authority.

3.6 Invoicing requirements (for all lots)

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

For companies established in the Netherlands only

<u>E-invoicing</u>

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:

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

For more information: E-invoicing the Dutch central government: information for suppliers | Helpdesk e-factureren (helpdesk-efactureren.nl) or Annex 5.

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

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

3.7 Travel Policy (for all lots)

The following travel policy must be adhered to:

1. CBI has the explicit policy of 'digital first' in order to reduce the environmental footprint of the project. As much as possible, coaching and training will be done from a distance via digital tools.
2. 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. Costs of a CO_2 compensation scheme per international flight ticket should be included.

3. Only economy class flight tickets will be reimbursed.

4 Requirements concerning the Tenderer

4.1 Introduction

In this section, you can find the requirements set by the Tendering authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set. You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'. The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it with a handwritten signature, scan it and submit it together with your Tender via TenderNed.

Where a legally valid signature is required, the Tendering authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3: 15a of the Dutch Civil Code. Please see section 7.3.16 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 III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering authority by means of the tick boxes.

See Section 7.3.17 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

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

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

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

The evidence consists of:
1. Extract of Trade Register (no older than 6 months counted from the closing date of submission of the Tender, see section 4.3.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years counted form the closing date of submission of the Tender)
3. Tax statement (no older than 6 months counted from the closing date of submission of the Tender)

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

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

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering authority.
By signing Part IV of the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

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

Evidence (do not submit together with the Tender – only submit it when requested to do so): 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 per lot, that correspond to the experience in essential aspects of the Contract:

Core Competences lot 1
1. Tenderer has proven knowledge of and experience with advising exporting companies in the coffee sector regarding EU market requirements, including the new EUDR. 2. Tenderer has proven knowledge of and experience with advising producers and SMEs on how to transition from traditional coffee farming to producing and sourcing climate-smart coffee. 3. Tenderer has proven experience with project coordination for (semi) governmental organisations/donor organisations, including organising logistics for projects or events in Uganda.
Core Competences lot 2
1. Tenderer has proven knowledge of and experience with the development of paid-for-service models, including commercial service delivery to companies and organisations. 2. Tenderer has proven knowledge of and experience with building effective coalitions/multi-stakeholder partnerships to drive sector transition processes, including identifying best practises through pilot development. 3. Tenderer has proven experience with project coordination for (semi) governmental organisations/donor organisations, including organising logistics for projects or events in Uganda.

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

- A clear description of the reference assignment so the Tendering Authority can easily verify if the description meets the key competence.
- The subject of the reference assignment must be comparable to the key competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- The reference assignments must be signed by the referee (the client in question).
  Use Annex 2 "Reference assignment" and fill out all the fields where information is asked for.

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: Annex 2 "Reference assignments" **(Be aware: submit together with the Tender)** You may not provide more than one reference for each core competence. If a single reference testifies to multiple key competences that comply with the applicable requirements, then you can use the same reference for these different key competences. The reference(s) must be signed by the referee (the client in question). If required, the Tendering 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 date of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.
If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.
In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Introduction

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.

a. The maximum total points that can be obtained per lot is **100 points**
b. Per lot 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 5.2.5 (for lot 1) and 5.2.6 up to and including 5.2.9 (for lot 2). **<u>If the total score per lot of all quality award criteria does not meet 50 points, the Tender is excluded from further participation in the tendering process.</u>**
c. Assessment of the prices/rates with a maximum of **10 points**
d. Every lot has its own proposal. It must be clear to which lot a document belongs. On every document the lot number and the name of the Tenderer should be present.
e. Please use a separate document for every award criterion and use a format (Annex) if asked for.

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. Ensure that your responses are closely aligned with specific positions or examples listed in your concise CV's. This applies to all team members involved in executing the assignment. Please hand in a concise CV for every team member for lot 1 and/or 2. The concise CV's for each team for award criteria 5.2.1 and 5.2.6 can be added to those award criteria as one document.
3. The role in the assignment taken by the Tenderer 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 per lot per award criterion in a separate document.

Award Criteria

<u>Lot 1: Three experts for business export coaching, EUDR compliance, climate-smart coffee production and coordination</u>

5.2.1 Composition of the team

Provide for this award criterion the following information:

1. Proposed team of experts to implement the assignment: a list of names, positions and relevant knowledge, experience and competencies of the members of the team in concise CVs, which meet the requirements mentioned in sections 2 and 3.
2. A clear overview of the different roles, tasks and division of tasks between the different experts in the proposed team.
3. Procedure used by the proposed team in case of default to deliver the required results or unanticipated changes due to external circumstances.

Max. points available	Assessment aspects
25	1. The extent to which the proposed team features expertise and competencies to fit this assignment, and meets the requested requirements (section 2 and section 3 of the Tender Document), is complete, clear, specific and relevant. 2. The extent to which the intended distribution of tasks/roles of the experts in this assignment is complete, clear, specific and relevant. 3. The extent to which the arrangements Tenderer has made in his/her team in case of default to deliver the required results or unanticipated changes due to external circumstances are clear, relevant, specific and complete.

	Every above mentioned item will be awarded independently a maximum of 25 points. The final score is reached by: (score for item 1 up to item 3) / 3 = maximum of 25 points.

5.2.2 Preferences related to expertise and approach in business export coaching for Ugandan coffee companies

Provide for this award criterion the following information:

1. Describe in a concise manner how you would coach a group of coffee exporting SMEs in Uganda to comply with the EUDR to ensure successful export to the EU.
2. Identify the three main obstacles you anticipate an Ugandan coffee SME will encounter when attempting to comply to the EUDR, and how you would support participating SMEs to overcome these obstacles.
3. Explain how you would facilitate learnings between a group of frontrunners in the sector and other companies (second movers) to share knowledge regarding exporting to the EU and EU regulations.

Max. points available	Assessment aspects
20	1. The extent to which the approach of Tenderer to coach a group of coffee exporting SMEs in Uganda to comply with the EUDR to ensure successful export to the EU is clear, relevant, specific and complete. 2. The extent to which the obstacles described by Tenderer and corresponding solutions to overcome these obstacles are clear, relevant, specific and complete. 3. The extent to which the approach of Tenderer to facilitate learnings between a group of frontrunners and other companies (second movers) is clear, relevant, specific and complete. Every above mentioned item will be awarded independently a maximum of 20 points. The final score is reached by: (score for item 1 up to item 3) / 3 = maximum of 20 points.

5.2.3 Preferences related to EU coffee market network

Provide for this award criterion the following information:

1. Explain how you would involve EU buyers in the project and your approach to matchmaking exporting SMEs and EU buyers.
2. Describe in a concise manner how you would support Ugandan coffee SMEs in exporting climate-smart coffee to the EU market by leveraging your network.
3. Provide a description of your network in the various European sourcing markets for coffee, identifying where you see the main opportunities for premiums for Ugandan climate-smart coffee.

Max. points available	Assessment aspects
15	1. The extent to which the approach of Tenderer to involve EU buyers and matchmaking between exporting SMEs and EU buyers is clear, relevant, specific and complete. 2. The extent to which the approach of Tenderer to support Ugandan coffee SMEs in exporting climate-smart coffee to the EU market by leveraging his/her network is clear, relevant, specific and complete. 3. The extent to which Tenderers description of his/her network in various European sourcing markets for coffee, and the identified opportunities for premiums for Ugandan climate-smart coffee, is clear, relevant, specific and complete. Every above mentioned item will be awarded independently a maximum of 15 points. The final score is reached by: (score for item 1 up to item 3) / 3 = maximum of 15 points.

5.2.4 Preferences in competence on climate-smart coffee production and sourcing

Provide for this award criterion the following information:

1. Describe in a concise manner how you would provide coaching to farmers to transition from traditional coffee production to climate-smart coffee production.
2. Describe in a concise manner how you would provide coaching to SMEs in sourcing climate-smart coffee.
3. Explain how you would facilitate learnings on climate-smart coffee production and sourcing needs between farmers and SMEs.

Max. points available	Assessment aspects
20	1. The extent to which the approach of Tenderer to coach farmers to transition from traditional coffee production to climate-smart coffee production is clear, relevant, specific and complete. 2. The extent to which the approach of Tenderer to coach SMEs in sourcing climate-smart coffee is clear, relevant, specific and complete. 3. The extent to which the approach of Tenderer to facilitate learnings on climate-smart coffee production and sourcing needs between farmers and SMEs is clear, relevant, specific and complete. Every above mentioned item will be awarded independently a maximum of 20 points. The final score is reached by: (score for item 1 up to item 3) / 3 = maximum of 20 points.

5.2.5 Preferences related to project coordination, including arranging logistics, in the Ugandan context

Provide for this award criterion the following information:

1. Describe in a concise manner what kind of arrangements you expect to make for this project and how you will facilitate coordination and logistics.
2. Describe in a concise manner the main three coordination and logistical problems you expect and how you will solve these problems (‘troubleshooting’).

Max. points available	Assessment aspect
10	1. The extent to which the description of Tenderer of the expected arrangements and how Tenderer will facilitate coordination and logistics is clear, relevant, specific and complete. 2. The extent to which the description of Tenderer of the main three expected coordination and logistical problems and corresponding solutions is clear, relevant, specific and complete. Every above mentioned item will be awarded independently a maximum of 10 points. The final score is reached by: (score for item 1 up to item 2) / 2 = maximum of 10 points.

<u>Lot 2: Two experts for paid-for-services and sector development and coordination</u>

5.2.6 Composition of the team

Provide for this award criterion the following information:

1. Proposed team of experts to implement the assignment: a list of names, positions and relevant knowledge, experience and competencies of the members of the team in concise CVs, which meet the requirements mentioned in sections 2 and 3.
2. A clear overview of the different roles, tasks and division of tasks between the different experts in the proposed team.
3. Procedure used by the proposed team in case of default to deliver the required results or unanticipated changes due to external circumstances.

Max. points available	Assessment aspects
30	1. The extent to which the proposed team features expertise and competencies to fit this assignment, and meets the requested requirements (section 2 and section 3 of the Tender Document) is complete, clear, specific and relevant. 2. The extent to which the intended distribution of tasks/roles of the experts in this assignment is complete, clear, specific and relevant. 3. The extent to which the arrangements Tenderer has made in his/her team in case of default to deliver the required results or unanticipated changes due to external circumstances are clear, relevant, specific and complete. Every above mentioned item will be awarded independently a maximum of 30 points. The final score is reached by: (score for item 1 up to item 3) / 3 = maximum of 30 points.

5.2.7 Preferences relating to development of paid-for-service models

Provide for this award criterion the following information:

1. Explain the type of services you think Ugandan SMEs will need to comply with the EUDR and in sourcing climate-smart coffee and exporting this coffee to the EU.
2. Describe in a concise manner your approach in developing sustainable business service delivery models for sector associations and service providers in the coffee sector.
3. Describe in a concise matter your approach in jointly developing business cases for sustainable service delivery models in cooperation with service providers and Ugandan coffee SMEs.

Max. points available	Assessment aspects
25	1. The extent to which the explanation of Tenderer of the type of services needed by Ugandan SMEs to comply with the EUDR and in sourcing climate-smart coffee and exporting this coffee to the EU is clear, relevant, specific and complete. 2. The extent to which the approach of Tenderer to develop sustainable business service delivery models for sector associations and service providers in the coffee sector is clear, relevant, specific and complete. 3. The extent to which the approach of Tenderer to jointly developing business cases for sustainable service delivery models in cooperation with service providers and Ugandan coffee SMEs is clear, relevant, specific and complete. Every above mentioned item will be awarded independently a maximum of 25 points. The final score is reached by: (score for item 1 up to item 3) / 3 = maximum of 25 points.

5.2.8 Preferences related to building coalitions/multi-stakeholder partnerships, including pilot development

Provide for this award criterion the following information:

1. Describe in a concise manner your approach in building and maintaining a coalition/multi-stakeholder partnership in the Ugandan coffee sector to drive sector transition processes around climate-smart coffee production. Please include how you would utilise your network in the Ugandan coffee sector to do so.
2. Describe in a concise manner what kind of pilots you would develop to identify best practises around climate-smart coffee production.
3. Describe in a concise manner your approach in documenting and disseminating best practises to drive sector transition processes around climate-smart coffee production.

Max. points available	Assessment aspects
25	1. The extent to which the approach of Tenderer in building and maintaining a coalition/multi-stakeholder partnership in the Ugandan coffee sector to drive sector transition processes around climate-smart coffee production is clear, relevant, specific and complete. 2. The extent to which the approach of Tenderer to pilot development to identify best practises around climate-smart coffee production is clear, relevant, specific and complete. 3. The extent to which the approach of Tenderer in documenting and disseminating best practises to drive sector transition processes around climate-smart coffee production is clear, relevant, specific and complete. Every above mentioned item will be awarded independently a maximum of 25 points. The final score is reached by: (score for item 1 up to item 3) / 3 = maximum of 25 points.

5.2.9 Preferences related to project coordination, including arranging logistics, in the Ugandan context

Provide for this award criterion the following information:

1. Describe in a concise manner what kind of arrangements you expect to make for this project and how you will facilitate coordination and logistics.
2. Describe in a concise manner the main three coordination and logistical problems you expect and how you will solve these problems (‘troubleshooting’).

Max. points available	Assessment aspect
10	1. The extent to which Tenderers description of the expected arrangements and how Tenderer will facilitate coordination and logistics is clear, relevant, specific and complete. 2. The extent to which Tenderers description of the main three expected coordination and logistical problems and corresponding solutions is clear, relevant, specific and complete. Every above mentioned item will be awarded independently a maximum of 10 points. The final score is reached by: (score for item 1 up to item 2) / 2 = maximum of 10 points.

5.3 Assessment of preferences in relation to qualitative preferences

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%

Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	Exclusion from the tender process

5.4 Assessment of preferences in relation to prices/rates

Please for this award criterion fill in annex 7: Prices/rates and add to TenderNed. Tenderer decides itself what expert (EU based, international or locally based expert) and what daily rate per expert he offers, taking into account section 2.4. All rates are excluding VAT, see tables 1 and 2. **If the offered daily rate is higher than the maximum daily rate the Tender will be set aside and excluded from further participation in the tendering process.**

Table 1: daily rates for all experts for lot 1

Daily rate for an EU based expert and international expert in euro's excluding VAT	Daily rate for a locally based expert in euro's excluding VAT	Awarded Points
> 750	> 450	Exclusion from the tendering process
731 up until 750	431 up until 450	0
711 up until 730	411 up until 430	2
791 up until 710	391 up until 410	4
671 up until 690	371 up until 390	6
651 up until 670	351 up until 370	8
≤ 650	≤ 370	10

For every expert in lot 1 10 points is available. The final score for lot 1 will be reached as follows: (score for "Expert for EUDR compliance and expert business coaching" + score for "Expert for climate-smart coffee production" + score for "Expert for local project coordination") / 3 = maximum of 10 points.

Table 2: daily rates for all experts for lot 2

Daily rate for an EU based expert and an international expert in euro's excluding VAT	Daily rate for a locally based expert in euro's excluding VAT	Awarded Points
> 750	> 500	Exclusion from the tendering process
731 up until 750	481 up until 500	0
711 up until 730	461 up until 480	2
791 up until 710	441 up until 460	4
671 up until 690	421 up until 440	6
651 up until 670	400 up until 420	8
≤ 650	≤ 400	10

For every expert in lot 2 10 points is available. The final score for lot 2 will be reached as follows: (score for "Expert for paid-for-service and sector development" + score for "Expert for local project coordination") / 2 = maximum of 10 points.

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. An assessment committee will assess the award criteria. The assessment committee consists of at least 3 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.

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 the maximum daily rate per expert per lot, 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 per lot will be awarded based on the Most Economically Advantageous Tender principle. The Most Economically Advantageous Tender is the Tender per lot that obtains the highest definitive total score for quality award criteria and price.

The Tenderer's definitive total score per lot 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 and 5.2.6 (Team composition in both lots).

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

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document. For this Tender submit with your Tender Document the reference data mentioned in 4.3.2 of this Tender Document.

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

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

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the Contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the 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: herma.dijkgraaf@rvo.nl and cc to Accountteam01@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 Guide Information security and Privacy for suppliers

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

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Tendering authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex 5.

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

4. 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. Also see: https://youtu.be/CrAj7VWFgXY
- 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.

7.3.15 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, print it, legally sign it, scan it and add to TenderNed
Annex 2	Reference assignments (paragraph 4.3 Reference data)	Fill in, print it, and have the references signed by the referee and add to TenderNed
Quality award criteria	Provide the answers and asked for information per award criterion per lot **in separate documents**. Concise Cv's of the team for award criteria 5.2.1 and 5.2.6 may be put together in one document.	Add to TenderNed
Annex 7	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

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

- 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 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 (ARVODI-2018) apply to the Contract.

7.3.22 Contract conditions

The draft Contract, the draft Data processing Agreement and the corresponding General Government Terms and Conditions (ARVODI-2018) are included in the annexes (annexes 3a, 3b and 4). 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
Annes 2: Reference assignments
Annex 3a: Draft Framework agreement lot 1/lot 2
Annex 3b: Draft Data processing Agreement lot 1/lot 2
Annex 4: General Terms and conditions ARVODI-2018
Annex 5: "Brochure E-factureren Rijksoverheid"
Annex 6: Complaints Procedure
Annex 7: Prices and rates