



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 Oilseeds programme in Uganda of
CBI**

Publication date : 6 July 2023
Status: Final
Reference: 202302031

Contents

Definition of terms	4
1. Introduction	6
1.1 Tendering authority and IUC-EZK	6
1.2 CBI Introduction	6
1.3 Reason for this invitation to tender.....	7
1.4 Time frame	8
2. Description of assignment.....	9
2.1 Description and objective of the assignment.....	9
2.2 Target Group and Beneficiaries	10
2.3 Target Market.....	10
2.4 Integrated approach.....	10
2.5 Role of the experts.....	10
2.6 Role of the expert within the project team.....	12
2.7 Lots.....	12
2.8 Contract Period	12
2.9 Scope of the assignment.....	13
3 Requirements to this assignment	14
3.1 General requirements (for all lots)	14
3.2 Requirements relating to knowledge and to professional experience for lot 1: expert for business export coaching in the oilseeds sector in Uganda targeting the EU market	14
3.3 Requirements relating to knowledge and to professional experience for lot 2: institutional development expert with extensive knowledge of the MSD-approach	15
3.4 Requirements relating to knowledge and to professional experience for lot 3: expert for local project coordination, network management, business and sector coaching support, and logistics	15
3.5 Requirements relating to the prices/rates (for all lots)	15
3.6 Tax-related requirements (for all lots)	16
3.7 Invoicing requirements (for all lots).....	16
3.8 Travel Policy (for all lots)	17
3.9 Covid-19 and changes	17
4 Requirements concerning the Tenderer	18
4.1 Introduction	18
4.2 Exclusion Grounds.....	18
4.3 Suitability Requirements	18
4.3.1 Financial and economic standing	19
4.3.2 Reference data (technical qualifications)	19
4.3.3 Professional/trade register extract.....	20
5. Award criteria and assessment.....	21
5.1 Introduction	21
5.2 Quality preferences	21
5.2.1 Preferences relating to coaching skills on business and export related topics to oilseeds companies	22
5.2.2 Preferences relating to your network in the European oilseeds sector.....	23
5.2.3 Preferences relating to a possible approach on establishing sustainable supply partnerships between farmers and exporting SME	23

5.2.4 Preferences relating to aligning public and private stakeholders at a strategic level towards systemic change	25
5.3 Assessment method for qualitative preferences.....	28
5.3.1 Assessment of preferences in relation to qualitative preferences	28
5.3.2 Assessment of preferences in relation to prices/rates.....	28
6 Assessment of the Tender	29
6.1 Assessment of the Tender's completeness and legal validity	29
6.2 Assessment of requirements relating to the assignment.....	29
6.3 Assessment of award criteria relating to the assignment	29
6.4 Determination of definitive total score	29
6.5 Assessment of evidence	30
7. Submission procedure for Tenders.....	31
7.1 Statement of agreement	31
7.2 Time Frame.....	31
7.3 General procedure.....	31
7.3.1 Communication	31
7.3.2 eHerkenning	31
7.3.3 Questions and additional information/changes	31
7.3.4 Validity period and submission of Tender.....	32
7.3.5 Variants on Tender	32
7.3.6 Costs of submitting a Tender	32
7.3.7 Termination of tendering process	32
7.3.8 Order of precedence of documents	32
7.3.9 Information about the Tenderer's obligations	32
7.3.10 Guide Information security and Privacy for suppliers	33
7.3.11 Inconsistencies and objections	33
7.3.12 Complaints procedure	33
7.3.13 Dispute resolution	33
7.3.14 Submission of the Tender	33
7.3.15 Structure and content of the Tender	33
7.3.16 Legally binding signature.....	34
7.3.17 Submission of a Tender in collaboration with other organisations.....	34
7.3.18 Single Tender.....	35
7.3.19 Violation of the fundamental principles of procurement law and restriction of fair competition.....	35
7.3.20 Communication and language	36
7.3.21 General terms and conditions.....	36
7.3.22 Contract conditions.....	36
7.3.23 Explanation and verification of the Tender	36
7.3.24 Request for supplementary information concerning the Tender.....	36
7.3.25 Announcement of the award of the Contract	36
7.4 Further Agreements within the Contract.....	37
Annexes	38

Definition of terms

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

Tender	A quotation submitted by the Tenderer in response to this Tendering Document.
Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
Tender Document	This document and all of its annexes.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the CBI project in the oilseeds sector in Uganda for **three different types of experts**:

1. Expert for business export coaching in the oilseeds sector in Uganda targeting the EU market;
2. Institutional development expert with extensive knowledge of the Market Systems Development (MSD) approach;
3. Expert for local project coordination, network management, business and sector coaching support, and logistics.

The project will start medio October 2023. The Tendering authority intends to conclude one Contract for each separate lot, for a period of one and a half years for the inception phase of the project (Phase 1). After the inception phase, a go/no-go decision will be taken by CBI on continuing with the second phase (Phase 2) which will have a duration of three and a half years. In case of a go decision the Contract will be extended to the total duration of the project which is five years (including the inception 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. The Procurement Office (IUC-EZK) will act as process manager during this tendering process.

1.2 CBI Introduction

The Centre for the Promotion of Imports from developing countries (CBI) is part of the Ministry of Economic Affairs and Climate Policy of the Netherlands. CBI is recognized worldwide as a leading expert in export development.

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

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

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

Result	Result description
Export growth	Sustainable increase of exports to the EU (or regional markets if applicable) by directly and indirectly supported SMEs as a result of the project.
Competent exporters	SMEs that have successfully completed all the export capacity building activities. SMEs that developed and execute a tailor-made export strategy to the European market. SMEs that know how to build and maintain a network on the European market.

	CBI works with a specific progress monitoring tool divided into clusters that indicate the competency to export.
CSR (Corporate Social Responsibility)	SMEs to have their internal and product processes comply with (to be established country-sector specific) CSR standards, in accordance with OECD Guidelines.
Use of services in the Export Enabling Environment.	SMEs use the improved export development and promotion services and products of sector associations, ministries, other trade promotion organisations and private service providers.
Public-Private Cooperation	The public and private sector work together in creating an export-friendly environment regarding: 1. export-friendly policies, laws and regulations for SMEs; 2. availability of key inputs, technologies and infrastructure for the production process of exporting SMEs; 3. a better country/sector image abroad.

CBI projects are structured around the following intervention areas:

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

Customizing programs to the local situation is key, tackling those issues that impede sustainable exports to Europe (and regional markets if applicable). That is why CBI works in close collaboration with local governments, trade promotion organisations, sector associations and other expert organisations. CBI works in 30 countries and 14 sectors.

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

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

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

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

This tender concerns the implementation of the CBI oilseeds programme in Uganda.

A description related to this assignment can be found from Chapter 2 and onwards.

A checklist and other information about how to submit this tender can be found in Chapter 7.

1.3 Reason for this invitation to tender

The overall objective of this project is to contribute to **a systemic change** leading to a more inclusive oilseeds sector for farmer households in which they have increased income by a fair and transparent connection to the market, by linking SMEs and Producer Groups (PGs) in the sector to European high-value markets (such as the organic market), directly or through regional markets that can function as steppingstones towards these markets. Increased value accumulation at farmers' household level is the objective, whereas attention will be given to monitoring and mitigating possible unintended negative effects of the transformation from subsistence to commercial agriculture which is at the heart of the current governmental agricultural sector strategy. The current Tender Document is written for the three different types of experts mentioned above:

Lot 1: An expert for business export coaching in the oilseeds sector in Uganda targeting the EU market.

The expert is responsible for selecting and consequently training and coaching of a group of local sustainability frontrunner SMEs regarding export marketing and management, supply chain management and CSR performance. Furthermore, the expert is responsible for the identification and recruitment of EU higher value markets (e.g. the organic market) that are open to partner with Ugandan suppliers (local SMEs and/or Producer Groups).

Lot 2: An institutional development expert with extensive knowledge of the MSD-approach.

The expert will coach and train local institutions to generate support, collaboration, awareness and best practice in the local value chain (VC) to support the sector in its transition towards organic agriculture. This includes facilitating sectoral dialogue structures and identifying and coaching (potential) service providers to the VC actors (SMEs, Producer groups) regarding establishing sound economic viable business models.

Lot 3: An expert for local project coordination, network management, business and sector coaching support and logistics.

This expert will be responsible for on the ground coordination of CBI activities, for representing the CBI project locally, actively managing a network of major stakeholders in the sector. Furthermore he/she will support the experts under lot 1 and 2 regarding their tasks.

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

1.4 Time frame

The schedule below applies to this tendering process.

6 July 2023	Issuing of publication, start of tendering period.
20 July 2023	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions) and the Data Processing Agreement.
25 July 2023	Issuing of Memorandum of Information
17 August 2023 10 AM CEST	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
17 August – 31 August 2023	Assessment of Tenders.
8 September 2023	Announcement of the award of the Contract.
23 September 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
28 September 2023	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
9 October 2023	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

This project will start medio October 2023 with an inception phase of 18 months. At the end of the inception phase a go/no-go decision will be taken by CBI on continuation of the project. In case of a go-decision the project will run for another 3.5 years, making the total project's runtime 5 years. The overall objective of this project is to contribute to **a systemic change** leading to a more inclusive oilseeds sector for farmer households in which they have increased income by a fair and transparent connection to the market. This will be done by focusing on exporting SMEs and Producer Groups and linking them to European high-value markets (such as the organic market). Much attention will be given to SME-producer relations in order to promote the "fair" value distribution in the VC. The project is in line with the Ugandan agricultural sector strategy of turning subsistence farmers into more commercially oriented farmers. The project will actively monitor and where possible propose mitigation measures for possible unintended negative effects of this transformation from subsistence to more commercial agriculture. Recently a large project from IFAD has started in the VC. This will focus mainly on the production base and improving the rural infrastructure but will also deal with market linkages. The CBI project will closely cooperate with this IFAD project. In the project the market focus will be on high-value EU markets. Within these, special attention will be given to the organic market and to opportunities in Uganda to connect to this market.

The project is structured around 3 pathways (these pathways will run more or less simultaneously during the entire project cycle):

Pathway 1: Ensure a better vertical integration in the VC between SMEs and small holder farmers (SHFs) and producer groups (PGs) to stimulate yield increase, VC transparency, value distribution at producer level and access to high-value markets, and between SMEs/PGs and European importers which will stimulate local VC integration.

Pathway 2: Ensure that there is more support, collaboration, awareness and best practice in the local VC to support the sector in its transition towards organic agriculture.

Pathway 3: Ensure that Business Development Services (BDS) are available for VC actors related to production, business operations, export readiness and organic production at the right quality and price.

Indicators/Targets for each of these pathways on which the go/no-go continuation decision at the end of the inception phase is taken are the following (not limited):

Pathway 1:

- At least 6 SMEs willing and committed to join the project and invest mainly time into sharing lessons learned and work on best practice;
- Ministry of Agriculture/department responsible for IFAD project implementation is aware of CBI project and willing to collaborate (if needed a Letter of Intent (LoI) or Memorandum of Understanding (MoU) can be signed);
- Financial institutes show interest for partnering;
- Preferably 3 - 4, but at least 2 European oilseeds buyers are lined up to be a partner in the project;
- The conclusion of research regarding possible negative effects and the mapping of potential cooperation partners to mitigate these is that there are no (major) negative effects, or these effects can be mitigated either by CBI or a partner organisation.

Pathway 2:

- At least 2 SMEs are willing and committed to join the project and invest mainly time into sharing lessons learned and work on best practices regarding organic;
- Sector assessment (baseline including CSR) supports the intervention strategy regarding organic farming;
- Ministry of Agriculture of Uganda is on board to give the national organic plan a boost;
- Certification consultancy firms are interested to participate in the project;
- NOGAMU and/or UGCert are willing to be a partner in the project.

Pathway 3:

- Research shows the need for service development/improvement and identifies which services;
- Financial institutes are interested in partnering.

Market System Development (MSD) approach

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

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

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

2.2 Target Group and Beneficiaries

The target groups for the activities under **lot 1, 2 and 3** of this tender consists of:

- Lot 1: EU importers, exporting SMEs and producer groups.
- Lot 2: private and governmental organisations, NGOs, projects, private and public service providers.
- Lot 3: All stakeholders in the Ugandan Oilseeds VC, CBI staff and experts.

2.3 Target Market

The target markets for this project are higher-value EU markets with a specific attention for the organic market.

2.4 Integrated approach

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

2.5 Role of the experts

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

Lot 1. Expert for business export coaching in the oilseeds sector in Uganda targeting the EU market

The companies selected for business export coaching support as part of this project will be supported to establish themselves on the EU market, and to develop models/best practices regarding developing mutual beneficial supply relations with Oilseeds farmers/producer groups. In the recruitment and selection of participant companies, special attention is to be given to frontrunner companies in organic agriculture as it is an objective of the project to promote the organic segment in Uganda.

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

The BEC-assistance will include:

- *Individual export coaching:* Export coaching will be provided to the group of companies that is to be selected by CBI, who comply with certain selection criteria (related to their potential on the European market, and commitment to working towards improved supply relations with local farmer producer groups). Two of the outputs each participating company will produce is an export strategy and an action plan. Each selected SME will start receiving individual coaching from the CBI business export coaching expert specifically assigned to the company. This coaching – on a confidential basis – will focus on the implementation of the action plan made during the company assessment phase. To this end, CBI will be sending the expert on technical assistance missions. These missions take place throughout the whole duration of the project. The intensity varies from one to three times a year, depending on the number of issues per company. These missions will focus on output areas like product development, marketing and HRD. Besides the missions, the expert will provide distant coaching by Skype, Zoom, Webex, email, phone, etc. In CBI's new strategy the aim is to reduce the environmental footprint as much as possible. Therefore, as much as possible (and also in case of COVID-19 restrictions) coaching and training will be done from a distance through digital means.
- *Group training:* Training sessions on location and preferably online will be organized for all participating companies to train their management and staff in sector-wide issues in areas including human resources, financial management and marketing. For several thematic sessions specialized trainers outside the scope of this tender may be contracted by CBI.
- *Market entry:* Improved export marketing capacity of SMEs is an important prerequisite to establish direct access to export markets. Focus will be on both physical (e.g. trade fairs in Europe, buyers' missions) and digital (website and social media) strategies. The CBI expert is expected to actively identify EU importers in higher value markets (including the organic market) that are interested to trade/ cooperate /partner with Ugandan SMEs

Please note: the planning of project activities might vary according to the needs of the project, the needs of the participants and external conditions that make international travel difficult. Furthermore, CBI will have a "digital first" strategy which means that, if possible, coaching and training will be done online. The (to be contracted) expert for local activities (lot 3) will play an important role by supporting the expert for business export coaching. Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments considering the above-mentioned factors as well as budget considerations.

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

Expert responsible for capacity development in the export enabling environment and the stimulation to create sector transformation. Elements that in general make up an export enabling environment are for instance:

- a stable government and political situation in the country.
- export-friendly policies, laws and (tax) regulations.
- a structured organization of the sector.
- sufficient availability and accessibility of financial service providers and credit facilities.
- high-quality service providers, laboratories and certification bodies.
- sufficient local availability of competitively priced key inputs to produce export goods and services.
- a positive image of the country among buyers in the export destination markets.

The role and responsibility of the expert is to support the enabling environment. This might consist of:

- Supporting the organisation of sector events
- Bringing sector stakeholders together around certain themes
- Facilitating sector alignment and collaboration
- Identifying needs and opportunities for service delivery
- Coaching existing and potential service providers on designing sustainable business models

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

Lot 3. Expert for local project coordination, network management, business and sector coaching support and logistics

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

The expert will:

- Manage the local oilseeds network on behalf of CBI;
- Represent the CBI project towards local stakeholders;
- Take care of logistical arrangements regarding sector meetings, visits by CBI experts and staff, etc.;
- Support both BEC, institutional and possible other CBI experts in carrying out their tasks.

The planning for the expert activities in the project will depend on the needs of the project, the needs of CBI staff and the needs of the companies and external conditions that make international travel difficult (e.g., Covid-19). Furthermore, CBI will have a “digital first” strategy which means that, if possible, coaching and training will be done online. The (to be contracted) expert for local activities (lot 3) will play an important role by supporting the other experts that are to be contracted under and outside this tender in their work. Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments taking into account the above-mentioned factors as well as budget considerations.

2.6 Role of the expert within the project team

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

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

Depending on the needs of the programme other external experts and other service providers, besides those under this tender, can be contracted by CBI. The expert for business export coaching (lot 1) and the institutional development expert (lot 2) are expected to coordinate with the expert for local activities (lot 3), while the expert for local activities has his/her own responsibilities and deliverables agreed upon with CBI.

2.7 Lots

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

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

Lot	Number of Contracts (Framework Agreements)
1. Expert for business export coaching in the oilseeds sector in Uganda targeting the EU market	1
2. Institutional development expert with extensive knowledge of the MSD-approach	1
3. Expert for local project coordination, network management, business and sector coaching support and logistics	1

2.8 Contract Period

The Tendering authority intends to conclude a Contract (Framework Agreement) for every separate lot for the duration of one and a half (1,5) years with a possible extension of three and a half (3,5) years. The duration of the total Contract period is estimated for five (5) years because this is the duration of the CBI project. After this 5 years, the Tendering authority has the option of extending the Contract by a maximum of 6 months if the project has not been completed on time.

It is important for the participating companies and organisations that the experts remain the same throughout the entire duration of the program, because of the built trust which results in good and effective cooperation.

The Contracting Authority is entitled to terminate the Framework Agreement per lot prematurely as soon as the maximum value of the Framework Agreement 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.

2.9 Scope of the assignment

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

Lot	Maximum Contract value in EUR (excl. Dutch VAT and incl. all local VAT and fees)
1. Expert for business export coaching in the in the oilseeds sector in Uganda targeting the EU market	€ 340,000
2. Institutional development expert with extensive knowledge of the MSD-approach	€ 340,000
3. Expert for local project coordination, network management, business and sector coaching support and logistics	€ 160,000

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

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

3 Requirements to this assignment

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

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

3.1 General requirements (for all lots)

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

1. Multiple contact persons are not allowed. The reason for this is that one contact point is needed for the companies and for the contact with CBI. The personal approach towards the stakeholders is important in order to optimally fulfil the expert role.
2. If a collaboration is needed to fulfil the suitability requirements, then such collaboration is possible, provided that: (1) one single expert in person will remain the contact point for all the stakeholders, and (2) the proposed team consists of a maximum of three persons. The preference, however, is for the assignment to be executed by one single expert per lot.
3. The expert must be able to act fully independently and without any conflict of interest as a representative of CBI in the oilseeds sector in Uganda. This entails, among others, that the expert 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.
4. The expert or team of experts are flexible in their availability because the activities cannot always be planned on fixed days in the week or month.
5. The expert has demonstrable good communication skills in the English language, both spoken and written.
6. The expert has proven well-developed intercultural sensitivity skills.
7. The expert has strongly developed political awareness and sensitivity.
8. The expert is a team player who can cooperate in diverse team structures (information sharing, conflict solving).
9. The expert has reporting skills to communicate on mission results and project progress.
10. The expert has experience in coaching and facilitating by using distant guidance techniques like e-mail, online meetings using tools like skype and moderating webinars.
11. The expert has demonstrable coaching and training skills.
12. The expert has experience with conducting trainings and workshops in developing countries in the English language regarding export development.

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

The expert must have:

1. At least five (5) years of experience in the EU Oilseeds market in a commercial/ technical or consultancy role during the last ten (10) years.
2. At least three (3) years of B2B marketing and promotion (consultancy) experience for exports to the European market, or (consultancy for) imports into the European market of oilseeds in the last eight (8) years.
3. At least three (3) years of individual coaching experience of oilseeds companies in the field of market prospects, production process (incl. environmental, social, quality and safety standards), pricing, sales, logistics, communication, export knowledge, market knowledge, R&D capacity, company governance in the last five (5) years.

4. Experience with facilitating peer-to-peer collaboration between companies via for example a Community of Practice.
5. Experience with organising a stand at a trade fair and/or conference, and/or road show (at least three (3) times during the last ten (10) years).
6. Knowledge of the latest supply chain issues in the oilseeds sector and related innovations.
7. Knowledge of CSR issues in the oilseeds sector.
8. Knowledge of regulations and buyer requirements, including CSR in the European oilseeds sector.
9. Up to date and active network of EU buyers and agents in EU oilseeds market.
10. Experience with moderating, facilitating and conducting trainings/ workshops in the English language regarding export development on location and virtually (at least 60 hours of experience during the last five (5) years).

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

The expert must have:

1. Extensive proven knowledge of the Market Systems Development (MSD) approach, its principles, its application in various sectors and contexts, best practices, lessons learnt, its applicability and limitations in various environments through at least one (1) year of experience with the MSD approach or recent relevant training certificates of recognized international training institute regarding the MSD approach (ILO Springfield Center, MESO partners, DevLearn or similar). The expert is able to explain how and to what extent the knowledge was gathered and built up.
2. At least two (2) years of experience with stakeholder management, research on needs assessment at sector level, Business Support Organisation (BSO) development support.
3. Proven experience in setting up effective multi-stakeholder partnerships.
4. Proven experience in designing sustainable business models for service delivery to sector actors.
5. Proficiency to communicate at different levels with various sector stakeholders, in order to build and maintain relations necessary for the project and to represent the CBI interests, both at European and local level.
6. Proficiency to build a relationship network with other donor organisations, so that duplication is prevented and planning and thematic alignment is optimal.
7. Proven experience in coaching by using distant guidance techniques like e-mail and online tools (e.g. Zoom, Teams) for both individual meetings and for group coaching.

3.4 Requirements relating to knowledge and to professional experience for lot 3: expert for local project coordination, network management, business and sector coaching support, and logistics

The expert must have:

1. Active network in Uganda or in the oilseeds sector which can be used for the implementation of the project.
2. Proven experience with managing multi-stakeholder programmes and sector transformation.
3. Proven experience with working in the local context of an oilseeds or comparable sector.
4. Excellent ability to arrange and facilitate business related issues in the local (Ugandan) context.
5. Proven experience with moderating meetings.
6. Proven experience with logistic arrangements for donor organisations in Uganda.
7. Team player who can cooperate in diverse team structures (information sharing, conflict solving).

3.5 Requirements relating to the prices/rates (for all lots)

1. The Tenderer will provide the rate in EURO applicable to this assignment by filling in the appendix entitled 'Daily tariff'.
2. The rates must be in euros and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel and local accommodation expenses. "Local" is in this case the country where the expert is based. They do not include Dutch VAT.

3. **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/>). This list is updated on a regular basis.
4. **In case your company is located in Uganda** you can only invoice the local expenses (according to the UN DSA flat rates) 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.
5. **The maximum daily rate for lot 1 is € 700 excl. VAT.**
6. **The maximum daily rate for lot 2 is € 700 excl. VAT.**
7. **The maximum daily rate for lot 3 is € 500 excl. VAT.**
8. The Tenderer will not submit any zero or negative prices/rates, including for parts of the agreement.
9. The rate is fixed for the duration of the framework agreement and cannot be indexed.
10. The Tenderer will charge retrospectively based on actual costs and specify daily rate.

3.6 Tax-related requirements (for all lots)

1. The Tenderer indemnifies the Tendering authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
2. The Tenderer will quote the prices according to the following structure:
 - the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
3. If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Tendering authority within fifteen calendar days of the request to do so.
4. You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Tendering authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Tendering authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Tendering authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
5. You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
6. You indemnify the Tendering authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
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**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
8. If you submit a statement from the tax inspector within 30 days of the award of the Contract that specifies that a **different** VAT rate applies, then the Contract price will be increased to include the applicable VAT rate. You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting authority.
9. It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

3.7 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

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

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

For companies not established in the Netherlands

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

3.8 Travel Policy (for all lots)

The following travel policy must be adhered to:

1. 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.
2. All flight tickets will be economy class.
3. See also: 3.5 Requirements relating to the prices/rates.

3.9 Covid-19 and changes

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

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

CBI is concerned about the safety of its staff and of its contracted experts. This means that the CBI will not allow its staff and experts to travel on behalf of CBI to regions earmarked as orange (or red) due to Covid-19 or any other similar circumstance by the Netherlands' governmental travel advice. In case the travel advice changes from yellow to orange when the expert is on mission, he or she will be asked to return as soon as possible.

CBI aims to reduce its environmental footprint. Therefore it will aim to minimize air travel of staff and experts as much as possible. Guidance should be done as much as possible through digital means. Travel should only be done if this is necessary to safeguard the quality of CBI service provision. In case it is decided travel is necessary to provide the quality of service that CBI aims to and safety conditions make it impossible to travel, a second option of digital assistance should be explored or the mission should be postponed. The final decision on this will be made by the CBI programme manager. The Contractor, including his/her personnel is expected to adhere to the basic rules that apply in the Netherlands or in the country(/ies) concerned (such as use of facemasks, the required distance between people, etcetera) in the execution of the assignment.

4 Requirements concerning the Tenderer

4.1 Introduction

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

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

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

Where a legally valid signature is required, the Contracting authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3: 15a of the Civil Code. Please see 7.3.16 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 2;
- the Exclusion Grounds in Part 3 of the 'European Single Procurement Document' that have been selected by the Tendering authority by means of the tick boxes.

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

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

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

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

The evidence consists of:

1. Extract of Trade Register (not older than 6 months, see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -not older than 2 years)
3. Tax statement (not older than 6 months)

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

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

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

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

Evidence (do not submit together with the Tender – only submit it when requested to do so):
Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

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

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

4.3.2 Reference data (technical qualifications)

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

Core Competences Lot 1

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

Core Competences Lot 2

1. Coaching and supporting of local business service providers in developing and implementing economically sustainable service delivery models.
2. Facilitating sector alignment and guiding stakeholders to work towards systemic change.

Core Competences Lot 3

1. Coaching Ugandan private sector stakeholders to improve sector performance and collaboration.
2. Organizing 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:

- The reference assignment must have been executed for an international or local development organisation or a European importer.
- The subject of the reference assignment must be comparable to the core competence in question.

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

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

Evidence (do submit with the Tender):

Provide one reference assignment for each of the core competences mentioned above. The reference(s) must be signed by the referee (the contracting authority in question). Please use Annex 6 "Reference assignments" to describe the reference assignments.

If required, the Contracting authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.3.3 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

A maximum of **100 points** can be obtained for your response to the award criteria:

- A maximum of **90 points** can be obtained for your response to the “written” award criteria as described in 5.2.1 up to and including 5.2.3 for lot 1, 5.2.4 and 5.2.5 for lot 2 and 5.2.6 up to and including 5.2.8 for lot 3. The Tenderer must score a minimum of 50 out of the 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than **50 points** out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
- Assessment of the prices/rates with a maximum of **10 points**. If the daily rate is higher than the maximum amount mentioned for the relevant lot (see 3.5), the Tender is set aside and excluded from further participation in the tendering process.

5.2 Quality preferences

In providing your response:

1. Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
2. Relate your answer as much as possible to a position or example mentioned in your CV. All used examples have to be related to the CV of the expert who executes the assignment (also in case of a consortium or subcontractor). Submit a CV which includes at least the following components:
 - a. Education
 - b. Work experience

Your CV will not be assessed separately but will provide a general impression of your background and abilities vis-à-vis the requirements as described in Chapter 3 of this Tender Document and your answer to the questions (award criteria) as stated in Chapter 5.

3. The role in the assignment taken by the Tenderer and the other possible consortium partners or subcontractors needs to be clearly motivated and described in your Tender and your answer to the questions (award criteria) as stated in Chapter 5.
4. Describe the answers in your Tender for the award criteria in this Chapter in order of the given award criteria.

Please note: per award criterium the maximum number of A4 pages that your answer may contain is indicated. If your answer contains more than the indicated maximum, the excess will not be assessed.

Lot 1: Expert for business export coaching in the oilseeds sector in Uganda targeting the EU market

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

Max. points available	Assessment aspects
30	Describe in a concise manner your approach (and of the whole team you are tendering with like subcontractors/consortia) in advising oilseeds companies on exporting successfully to Europe. Pay attention to at least the following topics: • Step-by-step approach on coaching an oilseeds exporter to develop and implement an action plan with improvements that will lead to the successful export of their products to Europe. • Describe how you will successfully coach and convince the exporter to implement sustainability improvements with a view to exporting to Europe. • Describe any obstacles you expect to encounter and how you will address them. Support the above by describing why your approach works well for the underlying assignment specifically, supported by one example of how you carried out your approach in the past. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Basis for assessment The extent to which your answer is realistic, complete, specific, clear and relevant. The more realistic, complete, specific, clear and relevant your answer is, the more points you will be awarded. Also: the country where the example is carried out will be taken into account. You will be awarded a higher score if it is carried out in a Sub-Saharan African country. Your answer may maximally be 1,5 page A-4.

5.2.2 Preferences relating to your network in the European oilseeds sector

Max. points available	Assessment aspects
30	Describe in a concise manner your approach (and of the whole team you are tendering with, like subcontractors/consortia) on successfully facilitating matches between oilseeds exporters from developing countries and European buyers. Pay attention to at least the following topics: - Describe your specific networks in the various European sourcing markets for oilseeds. - Describe your approach to successful matchmaking, using your network. Support the above by describing why your approach works well for the underlying assignment specifically, supported by one example of how you carried out your approach in the past. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Basis for assessment The extent to which your answer is complete, specific, clear and relevant. The more complete, specific, clear and relevant your answer is, the more points you will be awarded. Also: you will be awarded a higher score if you have networks in EU organic oilseeds markets. Your answer may maximally be 1 page A-4.

5.2.3 Preferences relating to a possible approach on establishing sustainable supply partnerships between farmers and exporting SME

Max. points available	Assessment aspects
30	Describe in a concise manner your approach (and of the whole team you are tendering with, like subcontractors/consortia) on successfully facilitating sustainable supply partnerships between oilseeds producers (farmers, farmer groups, cooperatives) and exporting SMEs in developing countries. Pay attention to at least the following topics: - Step-by-step approach on establishing the partnership. - Describe how you will successfully coach and convince both farmer and exporter regarding the benefits of the partnership, the business model to be chosen, critical success factors of the partnership. - Describe any obstacles you expect to encounter and how you address them. Support the above by describing why your approach works well for the underlying assignment specifically, supported by one example of how you carried out your approach in the past. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Basis for assessment The extent to which your answer is realistic, complete, specific, clear and relevant. The more realistic, complete, specific, clear and relevant your answer is, the more points you will be awarded. Also: the country where the example

	is carried out will be taken into account. You will be awarded a higher score if it is carried out in a Sub-Saharan African country. Your answer may maximally be 1 page A-4.
--	--

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

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

Max. points available	Assessment aspects
45	Describe in a concise manner your approach (and of the whole team you are tendering with like subcontractors/consortia and other employees) in working with public and private sector stakeholders at a strategic level to achieve systemic change in a sector. Pay attention to at least the following topics: • Step-by-step approach on facilitating the development and implementation of a joint sector vision. • Define two critical success factors for achieving systemic and sustainable (on the long-term) change within a sector. Support the above by describing why your approach works well for the underlying assignment specifically, supported by one example of how you carried out your approach in the past. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Basis for assessment The extent to which your answer is complete, specific, clear and relevant and the extent to which the critical success factors are truly important. The more realistic, complete, specific, clear and relevant your answer is and the more truly important the critical success factors are, the more points you will be awarded. Also: the country where the example is carried out will be taken into account. You will be awarded a higher score if it is carried out in a Sub-Saharan African country. Your answer may maximally be 1 page A-4.

5.2.5 Preferences relating to coaching/supporting (potential) service providers and/or business support organisations regarding developing sustainable service delivery models for SMEs or other clients

Max. points available	Assessment aspects
45	Describe in a concise manner your (and of the whole team you are tendering with like subcontractors/ consortia and other employees) approach on supporting (potential) service providers and/or business support organisations in developing countries regarding developing sustainable business service delivery models for SMEs or other clients. Pay attention to at least the following topics: • Step-by-step approach on assessing service needs, identifying and mobilizing (potential) service providers and/or business support organisations, and supporting them in developing financially sustainable business services. • Describe your approach to applying the Market Systems Development (MSD) methodology. • Define two critical success factors for successfully enabling service providers to develop financially sustainable business services. Support the above by describing why your approach works well for the underlying assignment specifically, supported by one example of how you carried out your approach in the past.

	Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Basis for assessment The extent to which your answer is complete, specific, clear and relevant and the extent to which the critical success factors are truly important. The more realistic, complete, specific, clear and relevant your answer is and the more truly important the critical success factors are, the more points you will be awarded. Also: the country where the example is carried out will be taken into account. You will be awarded a higher score if it is carried out in a Sub-Saharan African country. Your answer may maximally be 1 page A-4.
--	--

Lot 3: Expert for local project coordination, network management, business and sector coaching support and logistics

5.2.6 Preferences relating to your experience in coaching private sector stakeholders

Max. points available	Assessment aspects
30	Describe in a concise manner your (and of the whole team you are tendering with like subcontractors/ consortia and other employees) view to improving the Ugandan oilseeds sector performance and collaboration. Pay attention to at least the following topics: • Describe your step-by-step approach that should result into improvement of the Ugandan oilseeds sector performance and collaboration. • Define two critical success factors for successfully coaching private sector stakeholders with a view to improving sector performance and collaboration in the Ugandan context. Support the above by describing why your approach works well for the underlying assignment specifically, supported by one example of how you carried out your approach in the past. Describe the specific stakeholders coached, the coaching provided, the results achieved and how you will use this experience in this project. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Basis for assessment The extent to which your answer is complete, specific, clear and relevant and the extent to which the critical success factors are truly important. The more complete, specific, clear and relevant your answer is and the more truly important the critical success factors are, the more points you will be awarded. Also: the sector where the example is carried out will be taken into account. You will be awarded a higher score if the example relates to the oilseeds sector. Your answer may maximally be 1 page A-4.

5.2.7 Preferences relating to your network in the Ugandan Oilseeds services sector

Max. points available	Assessment aspects
30	Describe in a concise manner your (and of the whole team you are tendering with like subcontractors/ consortia and other employees) network within the Oilseeds sector in Uganda.

	In your answer, pay attention to at least the following topics: • Show that you are familiar with different stakeholders in the Ugandan oilseeds sector, like companies, business development service providers, associations, government, and other relevant institutions. • Describe how you can establish a successful link between different stakeholders using your network. Describe the type of link, your specific role in this match, the organisations or companies involved, and the possible result of the connection. Support the above by describing one example of how you carried out your approach for establishing a successful link between stakeholders using your network in the past and how you will use this experience in this project. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Basis for assessment The extent to which your answer is complete, specific, clear and relevant. The more complete, specific, clear and relevant your answer is, the more points you will be awarded. Your answer may maximally be 1 page A-4.
--	---

5.2.8 Preferences relating to managing multi-stakeholder projects/programmes

Max. points available	Assessment aspects
30	Describe one example of your (and of the whole team you are tendering with like subcontractors/ consortia and other employees) approach for managing a comparable multi-stakeholder project. Pay attention to at least the following topics: • Describe your approach to mobilise the project stakeholders to achieve the project objectives. • Define two critical success factors for managing multi-stakeholder projects in the Ugandan context. Support the above by describing one example of how you carried out your approach in the past. Describe the specific stakeholders mobilised, your role in the project, the results achieved and how you will use this experience in this project. Your answer will be assessed on all topics together as a whole using the table in paragraph 5.3. Basis for assessment The extent to which your answer is complete, specific, clear and relevant and the extent to which the critical success factors are truly important. The more complete, specific, clear and relevant your answer is and the more truly important the critical success actors are, the more points you will be awarded. Also: the sector where the example is carried out will be taken into account. You will be awarded a higher score if the example relates to the oilseeds sector. Your answer may maximally be 1 page A-4.

5.3 Assessment method for qualitative preferences

5.3.1 Assessment of preferences in relation to qualitative preferences

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

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.3.2 Assessment of preferences in relation to prices/rates

Please fill in annex 2: Daily Tariff and add to TenderNed.

Lot 1 and Lot 2:

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

Lot 3:

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

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

6 Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

1. An assessment committee will assess the award criteria. The assessment committee consists of minimum 3 adequately equipped and expert assessors. First, the assessors will assess your written responses on the qualitative award criteria individually. Hereafter the assessment committee will determine a final score by consensus per award criterion, during a plenary meeting. A maximum of 90 points can be obtained for your responses to the award criteria. Tenderers who do not meet the minimum number of points of 50 points on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of 10 points. If the daily rate is higher than € 700.- excl. VAT for lots 1 and 2, the Tender is set aside and excluded from further participation in the tendering process. If the daily rate is higher than € 500.- excl. VAT for lot 3, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points**.

6.4 Determination of definitive total score

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

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

- Lot 1: 5.2.1 Preferences relating to coaching skills on business and export related topics to oilseeds companies
- Lot 2: 5.2.5 Preferences relating to coaching/supporting (potential) service providers and/or business support organisations regarding developing sustainable service delivery models for SMEs or other clients
- Lot 3: 5.2.7 Preferences relating to your network in the Ugandan Oilseeds services sector

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

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document. For this Tender do 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 still result in the winning Tenderer being excluded from 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 persons: Ms. Liesbeth Pepping (liesbeth.pepping1@rvo.nl) and Ms. Katia Sayapina (katia.sayapina@rvo.nl).

Attempts to directly contact parties other than the contact persons stated above in relation to this tender process are prohibited.

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

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering authority

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

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

Answers from the Tendering authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

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

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

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

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

7.3.10 Guide Information security and Privacy for suppliers

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

[Suppliers guide Information Security and Privacy EZK](#)

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company. The Tendering authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your proposal via TenderNed. Please note that your TenderNed registration will be final after several days, after you received a registration code which you have to use first.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/tenderned-foreign-businesses>.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from Tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Suitability Requirements, Annex 6	Reference assignments (paragraph 4.3.2, Reference data)	Fill in, and have the references signed by the referee and add to TenderNed
Award criteria	Tender, including a general response to the Tendering authority's award criteria.	Add to TenderNed
Annex 2	Daily tariff	Fill in, legally sign and add to TenderNed
CV	CV	Add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 Single Tender

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

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

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

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

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the

Tendering authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can be provided in Dutch or English.

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

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

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the

sending of the digital notification of the award of the Contract, the Tendering authority is not permitted to definitively award the assignment by concluding the Contract.

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

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

Interests in relation to the judgement

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

7.4 Further Agreements within the Contract

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

There will be a yearly assignment with a yearly program within the scope of this Tender. Additional tasks can be given during the year.

Annexes

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

- Annex 1: European Single Procurement Document
- Annex 2: Daily tariff
- Annex 3: Draft Framework agreement
- Annex 4: General conditions ARVODI 2018
- Annex 5: Complaints Procedure
- Annex 6: Reference assignments
- Annex 7: Data Processing Agreement