Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of services regarding Benin Business Champions

Publication date:	7 March 2024
Status:	Definitive
Reference:	202401111

Contents

Definition of terms

Tendering authority	The Dutch Enterprise Agency (RVO), department of The Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012*)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – 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.
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 whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
Exclusion Ground	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.

Uniform Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation (‘the Regulation’). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for Business Champions in Benin.

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 Dutch Enterprise Agency (RVO).
IUC-EZK will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

This tender takes place within the Private Sector Development (PSD) program of the Ministry of Foreign Affairs, carried out by the Netherlands Enterprise Agency (RVO.nl). The program supports the realization of ideas by sharing knowledge and awarding assignments and tailor-made grants.

The Embassy of the Kingdom of the Netherlands in Cotonou, Benin aims to promote sustainable private sector development, especially in those sectors where there are job opportunities for youth and women. The agricultural sector is the backbone of the economy and value addition through agro-processing is stimulated by the Beninese government.

By supporting companies to scale up or start processing capacities, interventions in agricultural value chains could contribute to the development of the private sector and to decent employment for (a.o.) youth and women.

Together with the Netherlands Embassy in Cotonou, Benin and PUM, RVO developed this idea which results in the following invitation to tender. 'Project' hereafter refers to the assignment which is described in the following chapters for which RVO started this tender procedure.

1.3 Time schedule

The schedule below applies to this tendering process.

7 March 2024	Issuing of publication, start of tendering period.
15 March 2024 10:00 – 11:30 AM (CET)	Information meeting via Microsoft Teams (paragraph 7.3.3)
25 March 2024	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document ,the Data Processing Agreement 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).
8 April 2024	Issuing of Memorandum of Information.
19 April 2024, 10:00 AM (CEST)	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
19 April to 19 May 2024	Assessment of Tenders.
21 May 2024	Announcement of the award of the Contract.
6 June 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
11 June 2024	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
13 June 2024	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

2.1.1 Project purpose

This assignment aims to support lead companies in the Beninese agri & food sector – Benin Business Champions - aiming to start agro-processing facilities or aiming to improve/scale up their processing capacity. The business cases of these companies form building blocks for an individual and joint capacity building trajectory. The contractor is expected to support the companies to have strong business operations, focussing on local value addition and creation of sustainable job opportunities. Based on the capacities, identified needs and challenges of these companies, the ecosystems in which they operate will be addressed and strengthened to tackle key challenges in the business environment.

2.1.2 Project background and problem analysis

This project is intended as a follow-up of the trajectories initiated as part of the trade mission to Cotonou held from 16 to 19 October 2022 (project PTM22BJ01), project "Follow-up Trade Mission Benin", during a period of six months after the trade mission (project PTM22BJ02), and aligned to participation of Beninese companies to SARA (project PTM23MC01), organised in the first week of October 2023. Whereas these previous interventions supported selected companies to participate in these missions and events, this project aims to provide a more in-depth and profound capacity building support trajectory to these companies.

2.1.3 Benin's agri & food sector

Benin is predominantly a rural society, and agriculture in Benin supports more than 70% of the population. Agriculture contributes around 35% of the country's gross domestic product (GDP) and 80% of export income. Cotton is the principal cash crop and accounts for 70% of export earnings. The Government of Benin aims to diversify its agricultural production. Benin remains underdeveloped, and its economy is underpinned by subsistence agriculture. Promoting inclusive growth and leverage agriculture as an economic growth vehicle to generate jobs and wealth for people is a commitment of the government.

The production systems are structurally poor in innovative technology and maintain arduous labour which limits the production scales. Although Benin has a good rainfall regularly distributed over the territory and – in some regions a microclimate which gives exceptional quality to the products - the yields are low.

Benin does not produce sufficient food for its population domestically and relies on imported food and agricultural products to make up the difference. Most of Benin's produce is in subsistence farming with only a small percentage of its food production reaching the domestic market.

The Beninese agriculture sector faces a number of challenges:

- Low productivity of the agriculture sector;
- Challenges in market access;
- Limited access to inputs;
- Limited access to finance;
- Limited availability of adequate capacity building and extension services to farmers;
- Women have little access to production factors, particularly land, credit, inputs, equipment, and agricultural advice;
- With few formal employment opportunities, many educated youth become farmer by default, as there are limited alternatives;
- Agro-industry is only in its early stage of development. A lot of informal artisanal processing takes place, especially by women (big opportunity for women's economic empowerment).

In addition, a number of key challenges hamper the private sector development in Benin:

- Weak institutional coordination and support for the private sector;

- Weak human capital;
- Weak infrastructure to support the private sector;
- Limited market size;
- Difficulties accessing finance;
- Weaknesses of small and medium-sized Enterprises (SMEs) themselves.

The last challenge, the low capacity of the SMEs themselves, is a key challenge to be addressed in this project, by taking into account a systemic approach.

The Government of Benin stipulates following priorities in the Plan d'Action du Gouvernement (PAG 2021-2026):

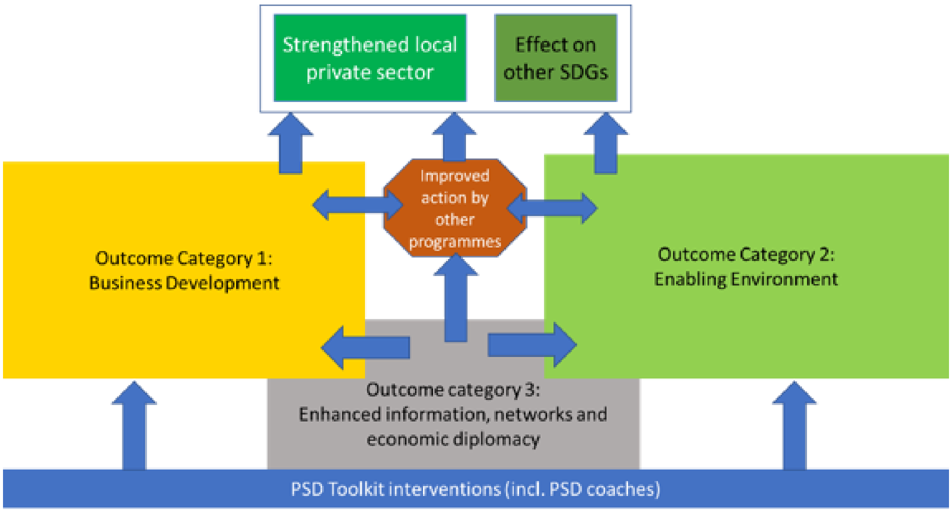
- Continuing to improve the business climate;
- Strengthening infrastructure for the structural transformation of the economy and the availability of low-cost production factors;
- Enhancing the competitiveness of the Port of Cotonou;
- Promoting high-value-added industries;
- Access to financing.

This project aims to target leading companies in the Beninese agri & food sector, and will provide tailor-made business coaching, enabling the companies to fill the gap of youth employment opportunities, regional trade and in specific cases, collaboration with Dutch companies. The value proposition of the project is to increase the market share of the champions, by improving quality, work on processes for scale, learn how to plan resources (finance, team) strategically for the future.

2.1.4 Project approach

The projects aims to operationalise the three categories of the PSD Toolkit's Theory of Change (ToC):

1. Direct business development through a business coaching trajectory of 20 targeted companies;
2. Improved enabling environment by strengthening local business clusters and ecosystems and addressing joint identified challenges;
3. Enhanced information, networks and economic diplomacy through ecosystems and facilitating social dialogue. Social dialogue should lead to changes achieved in laws, regulations and policy plans, yielding tangible benefits to the business climate.



This project will adopt an ecosystem approach. Successful, dynamic (vibrant) ecosystems make an important contribution to the economic growth of sectors and to lasting impact. Ecosystem is being defined as follows:

"If not only companies, but also business support organisations, incubators, vocational schools, technical universities, governmental bodies and other knowledge institutes like laboratories are involved in a sector, value chain or region and identified we call this an "ecosystem" (PUM, "Ecosystems - Terms of Reference", April 2023). Characteristic of ecosystems is therefore that different companies, institutions and people work together within a system of more or less similar activities. The term "ecosystem" equals "vibrant business system".

This project will coordinate PUM's (see also paragraph 2.4 and annex 8 Terms of Reference Ecosystems) planned enterprise advisory work as well as their efforts to link these advisory missions to the work of ecosystem development and social dialogue and look for synergy with PSD Toolkit initiatives. The Contractor is requested to closely collaborate with PUM.

The Contractor of this project is asked to develop a proposal for a 3.5-year' project regarding champions' support, based on a theory of change, that will include (but is not limited to) the following considerations, expected results and proposed activities.

Considerations:

- We aim for companies in agro-processing, not limited to a specific agricultural sub-sector. Companies already supported by other capacity buildings projects will not be considered for support in this project or only in the case the project has an added value;
- Specific attention for inclusion: companies in the north of Benin, female/youth led companies, etc.;
- Target is 20 companies, of which 25% female led and 25% young entrepreneurs (defined as younger as 35 years old). Depending on the outcomes of the assessment, companies can be subject to an "intense" capacity building trajectory, a "light" capacity building trajectory, "on hold" (homework to do, for example provide all relevant financial reports or improve key (financial) management or governance "issues") or rejected;
- As the assessment trajectory will take time, aim is to start capacity building trajectory with 5-10 initially selected companies, while continuing assessing new companies at the same time;
- The capacity building trajectory will be a combination of an individual coaching trajectory and a jointly capacity building trajectory including exchange of experiences among the companies.

2.1.5 Expected results of the assignment

This assignment aims to tackle weaknesses of SMEs themselves, which are in the companies' direct sphere of influence. Based on an in-depth company assessment, and through the strengthening trajectories of these companies, other – more indirect – challenges will be addressed. Expected overall result is to stimulate and facilitate well-functioning ecosystems or vibrant business systems.

Expected results of the project:

1. At least 20 leading companies in the Beninese agri & food sector have improved their business operations leading to:
    - Start-up of new business activities (e.g. processing facilities or improvement and/or scaling up of their processing capacity;
    - Demonstrative improvements in business performance as compared to the baseline during the company assessment, based on business and financial indicators as well as "soft" skills;
    - Creation of sustainable jobs, in particular for youth and women. Selected companies provide safe working conditions and have inclusive HR strategies;
    - Development of bankable business plans and links to financial institutions;
    - Development of concrete proposals to improve the business environment.

2. Strengthened enabling environment of BSOs (Business Support Organizations), business clusters and ecosystem supports the development of 20 leading companies and their business environment.

Specific outcomes that the Contractor has to achieve, consist of three (3) key results:

R0 Project ready for implementation
Outputs:

- 1 action plan developed, including:
    - Detailed planning for year 1 of implementation;
    - Detailed budget for year 1 of implementation;
    - PMEL (Planning Monitoring Evaluation and Learning) plan;
    - Collaboration with other projects;
- Scoping assessment tool available;
- Company assessment tool available;
- Transparent selection process & criteria for participants developed;
- Short-list of potential companies potentially eligible to participate in the project;
- Procedural agreements on division of tasks and responsibilities between Contractor, PUM, EKN Cotonou, RVO and other stakeholders;
- Setting up of a project steering committee.
- External communication plan developed.

R1.1 Improved business performance of 20 companies through in-depth understanding of company's current performance, tailor-made and joint business coaching
Outputs:

- At least 20 scoping visits conducted;
- For each scoping visit, a scoping report elaborated including an advice for a go/no go for a company assessment;
- At least 20 company assessment visits conducted;
- For each company assessment, a company assessment report is elaborated, including an advice for go/no go by the assessment team, including draft action plan;
- For each of the assessed companies, a presentation and discussion with management staff of the assessment results;
- In case of a go advice, a detailed and jointly agreed action plan per company elaborated;
- 20 business coaching trajectories implemented;
- 30 PUM experts missions conducted (implemented by PUM). Advice is integrated in the coaching trajectories. If possible, PUM expert will not only advise individual companies, but address needs of groups of companies, and advise local BSOs as well.

R1.2 Improved market access for 20 companies
Outputs:

- Marketing strategy integrated in the coaching trajectory of each company. Each company can take part in exchange visits, fairs, trade missions, as long as participation is of added value in the capacity building trajectory;
- Companies are supported with information and relevant connections to grow their business in local and regional markets, and if possible by partnering with Dutch companies;
- Regional exchange with companies facilitated.

R1.3 Access to finance facilitated for 20 companies
Outputs:

- For each company, investment needs will be assessed, identified and advised what best capitalisation strategy to be followed;
- Per company a capitalisation strategy is elaborated;
- Facilitation to financial institutions and/or equipment subsidies.

R2.1 Strengthened business clusters
Local BSOs are better equipped to support the needs of local PSD to improve local enabling environment. Beninese BSOs are actively involved in the capacity building trajectories of the targeted companies.
Outputs:

- Mapping and an action plan to strengthen and work with local BSOs trying to tackle issues such as market access (marketing, certification, industrial property, and any other issues revealed during the evaluation of the selected companies.
- 1 study and at least 1 stakeholder meeting to identify main needs of Beninese BSOs. In preparation and during this meeting, relevant stakeholders and available relevant studies and knowledge can be identified and linked to the needs of the selected companies;

- 1 action plan elaborated and implemented for support activities to strengthen relevant institutes and linking the services provided to the selected companies.
- Propose a support plan for value chain clusters linked to the main activity of the selected companies". This will involve checking if the cluster exists, analysing its functioning, making proposals for activities and organizing them to boost it involving government institutes.

R2.2 Improved enabling environment through strengthened eco system and tripartite social dialogue

Outputs:

- At least 5 value chain and stakeholders analyses conducted and integrated in the capacity building trajectories of the companies. This analysis starts with an inventory of available studies and reports, and links them to the needs of the selected companies;
- Identification of sustainable job creation at other service providers and stakeholders in the value chain;
- At least 3 linkages to initiatives of other PSD partners in Benin as input (case studies) for eco system development and social dialogue;
- Social dialogue is used as a tool to strengthen relation between companies and BSOs (implemented by PUM).

2.1.6 Activities

At the centre of project activities are leading companies – business champions – which will be supported to start up new business operations – like processing and/or to improve their business operations in order to add value and create new jobs. Besides a "company centred" approach (organisational capacity building), the project will also focus on the cluster and eco system the company is operating in (institutional capacity building). In development of the proposed activities, five (5) key topics or pillars are identified:

1. Direct business coaching to leading companies in Beninese Agri & food sector;
2. Regional market access;
3. Facilitation of access to loans;
4. Strengthening of business clusters by supporting Beninese Business Support Organisations, incubators, vocational schools, technical universities, governmental bodies and other knowledge institutes;
5. Eco system development.

During project duration, we identify a start-up phase, an inception phase and an implementation phase.

Start-up phase

The objective of the start-up phase of the project is to prepare for the implementation of activities. The Contractor has to develop the scoping assessment tool and company assessment tool, and transparent selection process & criteria for participants in this phase. A short-list of potential companies will be elaborated, and procedural agreements on division of tasks and responsibilities between Contractor, PUM, EKN Cotonou, RVO and other stakeholders and project steering committee will be set up.

Inception phase

The objective of the inception phase is to select companies in a two-step approach based on the assessment tools developed during start-up phase: by conducting the scoping assessment consisting of a "quick & dirty" assessment and a company assessment with an in-depth and detailed analysis of different components of the business operations. Also, investing in the relationship with the entrepreneur/company is crucial as an intense coaching trajectory requires openness, trust, clear understanding of the project approach and roles and responsibilities.

Besides planning and reporting on overall project implementation according to the timelines elaborated in this Tender Document, for each scoping assessment and company assessment per company, a report will be elaborated, including the findings of the assessment, key conclusions and recommendations and a draft action plan. As part of the company assessment, the draft report will be presented at the company, including an advice on a go/no go, focus of the capacity building trajectory (action plan) taking into account company's other partners (if applicable) and potential role of local BSOs.

In order to well align project activities to existing initiatives and embed in the local context it is important:

- During scoping and company assessments, analysis of existing and potential local partners (donors and BSOs) is done, and added value of this project reviewed.
- Pro-actively linking to other projects partners to align different initiatives and promote service provision by local BSOs.
- Each report will be sent to EKN, RVO, PUM. Each report will contain an advice whether or not to select the assessed company and scope of its capacity building trajectory will be jointly decided by Contractor, EKN, RVO and PUM. RVO can make the final decision.

Implementation phase
Once the decision is made as a result of the inception phase the selected companies will be part of the project (a "go" based on the company assessment report), the company's capacity building trajectory starts based on an action plan describing the priorities for one year. Even though previous interactions with the selected company are crucial to understand the company's actual situation and capacity building needs, and is crucial in building a relationship of trust to be able to coach, it is at this part actual implementation of project activities start.

Pillar 1: Direct business coaching to leading companies in Beninese Agri & food sector

1. Pre-selection of companies
   Based on elaborated criteria, short list of companies elaborated.

Selection criteria for participating companies include:

- Active in Agri & Food sector
- Be able to show a track record in business
- Have an active, entrepreneurial spirit
- Have realistic ambitions for growth
- Show openness/ readiness for change
- Willingness to share information and experiences
- Company registered in Benin
- Turnover of at least 20 - 25 000 000 FCFA
- Nationality of company promoter (Beninese).

Important figures to take into account:

- Number of employees (full-time + part-time)
- Percentage of women in the team
- Production capacity (for products), Ability to roll out a quality service on a large scale
- Expertise and experience of the manager and his/her team
- Other information: Type of partner, Target and size of target, Financing and support already obtained.

2. Scoping visit to selected companies
   a short visit (1 day) to the companies for a first assessment of the company, explain approach of the programme and assessment procedure.

3. Company assessment
   A thorough assessment of the company, their current strengths and weaknesses. A company assessment including description of the business case (current and ambitions for coming 3-4 years), governance and management, financial management, financial indicators, internal operations, human resources management, marketing etc. In addition, (potential) social impact, inclusive job creation and CSR components will be assessed. Besides the organisational analysis, also a mapping will be done of important stakeholders relevant for the company's operations (stakeholder mapping).

   Elaboration of Company assessment report and action plan including proposed priorities in capacity building trajectory:
   The company assessment report will describe the business case and what is required for the company to be able to realise its ambitions. The report will advise what the company could/should do on its own, and will propose the key components of a capacity building

trajectory in order to address identified weaknesses or risks in order to start-up or scale up new business activities.

4. <u>Presentation of the company assessment conclusions and action plan</u>
   Presentation, Q&A, discussion and agreement on findings and conclusions of the assessment and proposed action plan including proposed priorities in capacity building trajectory with the representatives of the company.

5. Go/no go for assessed company to be selected in the capacity building trajectory (both by the project as well as by the company involved).

6. Roll-out of the capacity building trajectory including training, coaching, exchange with other companies, PUM advice missions, as well as internal affairs to be addressed by the company itself. The capacity building will be both individual as well as a joint activity. PUM expert missions should be integrated as part of the trajectories (both individual as "grouped").

Pillar 2: Market access
Facilitate access to the regional market. When companies receive support to start up processing or increase agri-food processing production, it is also important to help them sell their products through market access. This support could take the form of assistance in obtaining the necessary certificates and authorizations to export, and also in finding customers/partners in certain countries to sell their products.

As part of the assessment and coaching trajectory, marketing will be integrated. Particular focus and facilitation of market access is part of the joint activities, like:

- Exchange visits, fairs, trade missions
- Regional exchange with Sahelian Business champions

Pillar 3: Loan facilitation
In addition to coaching and capacity building, it is important to support entrepreneurs, especially those who want to start agri-food processing, to acquire processing tools and equipment. The project will support companies in elaborating loan applications and facilitating contacts to financial institutions and access to bank financing.

Pillar 4: Strengthening of business clusters
Strengthening of business clusters by supporting Beninese Business Support Organisations, incubators, vocational schools, technical universities, governmental bodies and other knowledge institutes.

Specific needs differ per type of BSOs as well as their specific role and contribution to supporting business clusters. In line with the sustainability of the project, the role of PUM and Contractor is to strengthen and hand over as many of the tasks to local BSOs. BSOs should be involved in the capacity building trajectories of the targeted companies.

Pillar 5: Eco system development
Integrated in the approach, we will also look for an cluster and ecosystem approach, for example by:

- Analysing the value chain and other stakeholders relevant for the company, e.g. suppliers, and integrate these in the capacity building trajectory;
- Identify opportunities for other service providers to benefit from the company's growth and contribute to creation of jobs;
- Approach how local Business Support organisations can be strengthened;
- Stimulate linkages to initiatives of other PSD partners in Benin.

Deliverables:
Deliverables during the start-up phase:

- 1 action plan developed, including:
    - Detailed Planning for phase 1 of implementation (18 months)
    - Detailed budget for phase 1 of implementation (18 months)
    - PMEL plan

    - Collaboration with other projects
- Scoping assessment tool available;
- Company assessment tool available;
- Transparent selection process & criteria for participants developed;
- Short-list of potential companies potentially eligible to participate in the project;
- Operational agreements on division of tasks and responsibilities between Contractor, PUM, EKN Cotonou, RVO and other stakeholders;
- Setting up of a project steering committee.

Deliverables during project implementation:

- Detailed planning for phase 2 of implementation (after 18 months);
- Detailed budget for phase 2 of implementation (after 18 months);
- Scoping report per visited company;
- Company assessment report per assessed company;
- Action plan including proposed priorities in capacity building trajectory per company;
- Go/no go per company including motivation;
- Market access strategy paper per company;
- Reports of exchange visits, fairs, trade missions;
- Finance strategy and loan facilitation approach per company;
- Local Business Support organisations strengthening plan;
- Value chain analysis reports.

Monitoring and evaluation

In order to evaluate the success of the program, the Contractor is expected to monitor and report on the following general PSD Tool Kit KPIs (specified per type of intervention):

Overall targets:

- At least 20 selected companies, leading enterprises in the Beninese agri & food sector supported;
- Of whom at least 25% are female and young entrepreneurs.

Knowledge transfer to businesses (K2B):

- Number of jobs supported. Measure 1) employees of supported company at inception and 2) employees of supported company at end of project; (**> 120 jobs**) *(average 3 new jobs per company and 3 in supporting businesses)*
- Number of people trained. Distinguish between SME entrepreneurs/employees **(> 100 > 25 female)** *(average 5 people trained per company)*
- Number of people reached. Distinguish between
  1) Dutch **(20 direct / 200 indirect)**
  2) Local **(100 direct / 1000 indirect)**
- Number of parties formally starting a business collaboration and/or partnership. Distinguish between 1) Public 2) Private and 3) NGO. Within these categories, distinguish between A) Dutch and B) Local (non-Dutch); **(>1 per company)**
- **Increased turn-over** per company
- Does the trained person feel enabled to put knowledge into practice? (qualitative question)
- Number of investable business plans (of young entrepreneurs) developed through training/support **(20)**

<u>Note</u>: Besides reporting on above-mentioned indicators, Contractor is requested to elaborate a template for the company assessment. This will be the basis for the capacity building trajectory. This analysis will form base for monitoring business performance of the company and form additional indicators specific per company. The Contractor is requested to elaborate business performance indicators to monitor and evaluate demonstrative improvements in business performance as compared to the baseline during the company assessment. This should include business and financial indicators as well as “soft” skills. In addition, Contractor is requested to elaborate indicators to measure performance of BSOs and improvements of the enabling environment, as part of the PMEL plan.
As the project also provides capacity building of government institutes, following indicators apply:

Capacity building Governments & Institutions (CB):

- Number of registered changes achieved in laws, regulations and policy plans, yielding tangible benefits to the business climate; **(3)**

- Number of strengthened organizations for a sustainable business climate. Distinguish between 1) Government 2) Semi-government and 3) Other; **(6)**
- Number of people trained. **(30)** Distinguish between 1) Government officials 2) Semi-government employees 3) other economic institutions employees and 4) trainers. Within these 3 categories, distinguish between A) Male B) Female and C) Unknown. Measure number of youth per category;
- Number of members/employees of supported institutions.

A minimum target of 40% of participants being youth and women is set. The Contractor is requested in their proposal to elaborate a risk analysis on CSR and project level, and to include mitigating measures.

2.2 Lots

The invitation to tender has not been divided into lots, because all the activities are linked, homogeneous and form one program together.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of eighteen (18) months, including two unilateral options for the Contracting Authority to extend the contract by twelve (12) months, based on the go/no go decision. After this three and a half (3,5) years, the Contracting Authority has one final unilateral option to extend the contract by a maximum of six (6) months, if the project is not finished. The maximum duration of the Contract is four (4) years.

The project aims to cover a time span in which the targeted companies are able to make a substantial change in their business operations, e.g. starting up, improving or scaling-up of processing capacity.

<u>Start-up phase</u>: The project is ready for implementation (development of scoping assessment tool and Company assessment tool, transparent selection process & criteria for participants developed; short-list of potential companies elaborated, procedural agreements on division of tasks and responsibilities between Contractor, PUM, EKN Cotonou, RVO and other stakeholders; project steering committee set up) (**3 months**).

<u>Inception phase</u>: Inception including needs assessment & program development: The first step of the project will be the selection of companies and execution of a company assessment per company. This assessment will be the base for the capacity building trajectory. The first "batch" of companies to start-up a capacity building trajectory both at individual as on mutual level. Assessing of companies might continue to reach the desired number of companies (**15 months**).

After 18 months, a go/no go decision on Contractor will take place based on approval of the report of the start-up and inception phase, including results of the first group of companies having undergone the scoping and company assessment and action plans based on these assessments, and year plan of project implementation.

<u>Implementation phase:</u> Based on the outcomes of the company assessment, an action plan (for one year) per company will be elaborated, closely monitored and regularly reviewed. This entails both individual coaching (e.g. PUM experts missions) as well as group coaching and training (e.g. on financial management or marketing). This implementation phase has a duration of approximately **24 months**, however inception and implementation phase might overlap; Implementation period already starts as company assessments are still conducted to reach the number of targeted companies.

2.4 Collaboration PUM

In this project, the Contractor is requested to closely collaborate with PUM. PUM provides business advice and expertise to Beninese SMEs through its existing pool of experts. PUM is also integrating the support to employer's organization, formerly known as Dutch Employers' Cooperation Programme (DECP), and since 2022 merged with PUM.

This project includes a specific role for PUM for certain dedicated activities (which are not part of the Tender). A proposed division of tasks is provided in a separate table in Annex 7 to this document, and to be further elaborated during start-up phase of the project.

Both the Embassy of the Kingdom of The Netherlands in Cotonou as well as RVO will make available time and capacity to closely monitor the project and be available for Contractor for mutual learning.

2.5 Scope of the assignment

The Tendering Authority has estimated a total contract value (including optional extension years) of EUR 392,000.- (exclusive of Dutch VAT and including all local VAT and fees). The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

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

3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

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, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements relating to the work

3.1.1 The work needs to be executed according to the description of the assignment as stated in chapter 2.

3.1.2 Contractor is required to closely collaborate with PUM.

3.1.3 Contractor will actively engage in project steering committee be set up in start-up phase and to comply with set procedural agreements on division of tasks and responsibilities between Contractor, PUM, EKN Cotonou, RVO and other stakeholders.

3.1.4 All project documentation will be done in English and French.

3.1.5 Implementation of the project is subject to legal and regulatory framework of Benin.

3.1.6 Contractor will treat all information derived from scoping and company assessments, as well as during business coaching trajectories as confidential. An external communication plan will be developed during start-up phase.

3.2 Requirements relating to the team

The offer must include the names, functions, responsibilities and the CVs of the project leader and the project team members in which the required knowledge and experience has to be demonstrated.

3.2.1 The majority of the team (more than half) is based in Benin.

3.2.2 The team must consist of members who are proficient in French and English (minimum C1 level) and preferably also the relevant local languages.

3.2.3 The team has demonstrable knowledge and experience with capacity building within the private sector and with Business Support Organizations, logistic & programmatic organization of international events, and monitoring and evaluation.

3.2.4 The team must consist of experts with demonstrable experience in business coaching, agro-processing, marketing and business finance strategies.

3.2.5 The team has demonstrable knowledge and experience with strengthening business clusters and ecosystem development.

3.2.6 The team has at least five (5) years demonstrable experience in working within Benin, and a demonstratable network of local private sector and Business Support Organizations.

3.2.7 The team has at least five (5) years of demonstrable experience with implementing private sector development programs in francophone Africa.

3.2.8 The team has at least five (5) years of demonstrable experience with institutional and governance aspects of projects in developing countries and their administration.

3.2.9 The project leader is based in Benin.

3.2.10 The project leader is a qualified senior project leader with at least five (5) years of demonstrable experience as a team leader of complex international and multi-stakeholder programs, preferably related to private sector development.

3.2.11 The project leader has good written and oral mastery of the English and French language (minimum C1) level.

3.3 Requirements relating to the prices/rates

3.3.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Financial Proposal'. The maximum total price will not exceed € 392,000.- exclusive of Dutch VAT and including all local VAT and fees.

3.3.2 The price/rates must 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 use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

3.3.3 The Tenderer will not submit any zero or negative prices/rates.

3.3.4 The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties. You will also give the total price. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.

3.4 Tax-related requirements

3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration *(Belastingdienst)* or other tax authorities.

3.4.2 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.

3.4.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

3.4.4 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 Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.4.5 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.

3.4.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.4.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 30 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.

3.4.8 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.5 Invoicing requirements

3.5.1 The following payment schedule applies:

- 10% after signing of the Contract;
- 25% after approval of the report of the start-up phase, including results of first group of companies having undergone the scoping and company assessment and action plans based on these assessments, and plan for year 1 of project implementation (after 6 months);
- 25% after approval of the report of year 1 activities, and plan for year 2 of project implementation (after 18 months);
- 25% after approval of the report of year 2 activities, and plan for year 3 of project implementation;
- 15% after approval of the final product.

3.5.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.5.3 **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.

See attached ”Brochure e-factureren”.

For companies not established in the Netherlands

The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

3.6 Environmental requirements

3.6.1 The Tenderer must possess all environmental permits required in order to fulfil this 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, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

You can find the 'European Single Procurement Document' within the invitation to tender in TenderNed. In this document, you will find the following Exclusion Grounds:

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C that have been selected by the Tendering Authority by means of the tick boxes.

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

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.

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

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

The evidence consists of:
1. Extract of Trade Register (no older than 6 months from date and time of submission of the Tender, see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)
The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

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

4.3 Suitability Requirements

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

By signing 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 set the following core competences, which demonstrate experience with essential aspects of the assignment:

1. Experience in private sector capacity building and business coaching in a francophone African context.
2. Experience with capacity building of Business Support Organisations and strengthening business clusters and ecosystem development.

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

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the five years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not

yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

- The total value of the reference assignment(s) must be at least EUR 70.000 excluding VAT. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

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.

Evidence (do submit together with the Tender):

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The references must also demonstrate that they have a value of at least EUR 70.000 excluding VAT.

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

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.
It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

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

5.2 Quality criteria

5.2.1 Award criteria relating to the plan of approach

The Tenderer must submit a plan of approach regarding the assignment, which consists of and will be assessed on the assessment aspects as stated in the table below:

Max. no. of points available	Assessment aspects
55	- The extent to which the proposed plan of approach attains the elaborated goals and deliverables; - The extent to which the elaboration of the approach realizes impact on business clusters and ecosystem development; - The extent to which the elaboration of the approach strengthens local business support organisations and mechanisms to hand over services provided by the project to these local structures (localization of BSO services); - The extent to which a clear collaboration and/or division of tasks with existing business development initiatives in Benin and with the main government institutes responsible for PME development in Benin is elaborated; - The extent to which a clear and realistic project planning, including a clear timeline linked to the activities, goals and results, is elaborated per phase; - The extent to which the risk identification and mitigation strategy is elaborated. *Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4. All named topics have the same weight.* *Your response should not exceed 20 pages A-4. Be aware: If you use more than 20 pages A-4, all the extra pages will not be taken into account for assessment and will not be part of the Contract.*

5.2.2 Award criteria relating to the team of experts

The Tenderer must submit a description of the team of experts to be used regarding the assignment, which consists of and will be assessed on the assessment aspects as stated in the table below:

Max. no. of points available	Assessment aspects
35	- The relevancy of professional network within public organizations, private sector, financial sector and knowledge institutes in Benin, including how this network will be used in this project; - The degree of expertise in processing in the agrofood sector and diverse expertise in business development topics like internal procedures, inclusive HR (youth and gender), marketing, business financing strategies, including the explanation of how this expertise will be used in this project; - The degree of operational expertise with capacity building and business development support in West African countries, preferably in Benin and specific to relevant value chains in Benin, including how this expertise will be used in this project; - The degree of operational expertise with ecosystem development, preferably in Benin, including how this expertise will be used in this project; - The degree of expertise in Monitoring & Evaluation (M&E) to measure increase business performance and performance of BSOs including development of Theory of Change (ToC), including how this expertise will be used in this project; - The division of tasks of all the to be used team experts and the extent to which the relevant expertise of the regarding experts is used for this project. *Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4. All named topics have the same weight.*

5.3 Award criteria relating to prices/daily rates (exclusive of VAT)

Max. no. of points available	Assessment aspects
10	Price of the total project (see paragraph 5.5).

5.4 Assessment method for qualitative award criteria

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

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

5.5 Assessment of preferences in relation to prices/rates

The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in appendix 2 entitled 'Financial Proposal' and adding to TenderNed.

Points will be awarded according to the total price offered in the offer according to the following table, up to a maximum of 10 points.

Offers with a price above EUR € 392,000.- (exclusive of Dutch VAT and including all local VAT and fees) will be rejected. The points awarded for the total price will be based on the price ranges specified in the following table:

Total price in Euros offered (exclusive of Dutch VAT and including all local VAT and fees)	Points awarded
Offer is lower than 345,000	10 points
Offer is 345,000 or higher	9 points
Offer is 350,000 or higher	8 points
Offer is 355,000 or higher	7 points
Offer is 360,000 or higher	6 points
Offer is 365,000 or higher	5 points
Offer is 370,000 or higher	4 points
Offer is 375,000 or higher	3 points
Offer is 380,000 or higher	2 points
Offer is 385,000 or higher	1 point
Offer is 392,000	0 points
Offer is higher than max. price 392,000	Rejection of the tender

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.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

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 "Plan of approach". 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.

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

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

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

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

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

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

7.3.2 eHerkenning

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

7.3.3 Questions and additional information/changes

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

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

The deadline for submission of your questions is specified in the schedule (see section 1.3). 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.

Information meeting

The Tendering Authority will organise an information meeting during which you will also have the opportunity to ask questions. All Tenderers will receive confirmation of the answers. These answers are an integral part of this Tender document. All asked questions during the information meeting must also be asked for the purpose of the Memorandum of Information.
The information meeting will take place **online via Microsoft Teams.**

If you wish to attend the meeting, then we kindly request you to send an email to quintin.stoutjesdijk@rvo.nl no later than **14 March 2024 at 11:00 AM (CET)** to inform them of who will represent your organisation at the meeting.

The information meeting must be attended through the following Microsoft Teams-meeting link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2FmOWVhZTgtMjk1ZS00OTM3LThmOTMtMjEwOTQwNzUxM2I3%40thread.v2/0?context=%7b%22Tid%22%3a%221321633e-f6b9-44e2-a44f-59b9d264ecb7%22%2c%22Oid%22%3a%22a525fa3e-c9c8-4441-be26-d5b9336e770a%22%7d

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.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.3.8 Order of precedence of documents

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

7.3.9 Information about the Tenderer's obligations

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

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

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Inconsistencies and objections

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

7.3.11 Complaints procedure

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

7.3.12 Dispute resolution

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

7.3.13 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3) and it is a final deadline.

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
  The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned.

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

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

7.3.14 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria.	Add to TenderNed
Annex 2	Financial Proposal: Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
Annex 6	Reference assignments	Add to TenderNed
CVs	The CVs of the expert(s) that demonstrate their experience, knowledge, skills and abilities for the purpose of the requirements (paragraph 3.2) and the award criteria (paragraph 5.2.2)	Add to TenderNed

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

7.3.15 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, in addition to an original handwritten signature, also 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.

7.3.16 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, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors <u>are</u> obliged to demonstrate their capacity).
- 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 <u>*not*</u> 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 <u>*does*</u> rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

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

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

7.3.17 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

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

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

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

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

7.3.19 Communication and language

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

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

During the fulfilment of the contract, communication must be conducted in English.

7.3.20 General terms and conditions

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

7.3.21 Contract conditions

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

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

7.3.22 Request for supplementary information concerning the Tender

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

7.3.23 Announcement of the award of the Contract

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

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

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

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

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

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

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: Financial Proposal
Annex 3: Draft Contract
Annex 3a: Draft Data processing Agreement
Annex 4: ARVODI 2018
Annex 5: Complaints Procedure
Annex 6: Reference assignments
Annex 7: Division of tasks Benin Business Champions Project
Annex 8: Terms of Reference Ecosystems