



Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of experts for the execution of the CBI coffee and fonio projects in Guinea

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Contents

Definition of terms	5
1. Introduction	7
1.1 Tendering Authority and IUC-EZK	7
1.2 CBI Introduction	7
1.3 Reason for this invitation to tender	8
1.4 Time schedule	10
2. Description of assignment	11
2.1 Description and objective of the assignment	11
2.2 Market System Development (MSD) approach for coffee and fonio project	12
2.3 Target Group and Beneficiaries	13
2.4 Target Market	13
2.5 A systems approach for sector transitions	13
2.6 Role of the experts	14
2.7 Role of the expert within the project team	15
2.9 Contract Period	16
2.10 Scope of the assignment	16
3. Requirements to this assignment	18
3.1 General requirements (for both lots)	18
3.2 Requirements relating to knowledge and to professional experience for Lot 1: Expert for institutional and service development with systems change focus for both the fonio and coffee project in Guinea	19
3.3 Requirements relating to knowledge and to professional experience for Lot 2: Expert for local project coordination and implementation support for the fonio project in Guinea	19
3.4 Requirements relating to the prices/rates (for all lots)	19
3.5 Tax-related requirements (for all lots)	20
3.6 Invoicing requirements (for all lots)	20
3.7 Travel Policy (for all lots)	21
3.8 Changes (for all lots)	21
3.9 Environmental requirements (for all lots)	21
4. Requirements concerning the Tenderer	22
4.1 Introduction	22
4.1 Exclusion Grounds	22
4.2 Suitability Requirements	22
4.3.1 Financial and economic standing	23
4.3.2 Reference data (technical qualifications)	23
4.3 Professional/trade register extract	24
5. Award criteria and assessment	25
5.1 Introduction	25

5.2	Quality preferences.....	25
5.2.1	Preferences related to building and guiding multi-stakeholder coalitions for inclusive sectors (focussing on a specific target group)	25
5.2.2	Preferences related to designing sustainable business models with and for service delivery to sector actors.	26
5.2.3	Preferences related to carrying out root cause analyses and identifying possible solution pathways.....	27
5.2.4	Preferences related to expertise in managing multi-stakeholder projects and facilitating inclusive value chain collaboration, by establishing or leveraging own networks.....	28
5.2.5	Preferences related to your experience in facilitating/advising private sector actors in the agricultural value chain on improving internal processes and sustainable practises	28
5.2.6	Preferences related to project coordination, including logistics, in the Guinean context.....	29
5.2.7	Preferences related to ensuring a sustainable continuation of the project outcomes (exit-strategy)	30
5.3	Assessment of preferences in relation to qualitative preferences	30
5.4	Assessment of preferences in relation to prices/rates	31
6.	Assessment of the Tender	32
6.1	Assessment of the Tender's completeness and legal validity	32
6.1	Assessment of requirements relating to the assignment	32
6.2	Assessment of award criteria relating to the assignment	32
6.3	Assessment of evidence.....	33
7.	Submission procedure for Tenders.....	34
7.1	Statement of agreement	34
7.1	Schedule	34
7.2	General procedure	34
7.2.1	<i>Communication</i>	34
7.2.2	<i>eHerkenning</i>	34
7.2.3	<i>Questions and additional information/changes</i>	35
7.2.4	<i>Validity period and submission of Tender</i>	35
7.2.5	<i>Variants on Tender</i>	35
7.2.6	<i>Costs of submitting a Tender</i>	35
7.2.7	<i>Termination of tendering process</i>	35
7.2.8	<i>Order of precedence of documents</i>	35
7.2.9	<i>Information about the Tenderer's obligations</i>	35
7.2.10	<i>Guide Information security and Privacy for suppliers</i>	36
7.2.11	<i>Inconsistencies and objections</i>	36
7.2.12	<i>Complaints procedure</i>	36
7.2.13	<i>Dispute resolution</i>	36
7.2.14	<i>Submission of the Tender</i>	36

7.2.15	<i>Structure and content of the Tender</i>	37
7.2.16	<i>Legally binding signature</i>	37
7.2.17	<i>Submission of a Tender in collaboration with other organisations</i>	37
7.2.18	<i>Single Tender</i>	38
7.2.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	39
7.2.20	<i>Communication and language</i>	39
7.2.21	<i>General terms and conditions</i>	39
7.2.22	<i>Contract conditions</i>	39
7.2.23	<i>Explanation and verification of the Tender</i>	39
7.2.24	<i>Request for supplementary information concerning the Tender</i>	39
7.2.25	<i>Announcement of the award of the Contract</i>	40
7.3	<i>Further Agreements within the Contract</i>	40
7.3.1	<i>Further agreements within the Contract</i>	40
Annexes		41

Definition of terms

Tendering authority	Netherlands Enterprise Agency (RVO), represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Tendering authority.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
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>).
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), 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 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.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.

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.
European 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 the CBI coffee and fonio projects in Guinea for two different types of experts:

1. Expert for institutional and service development with systems change focus for both the fonio and coffee project in Guinea;
2. Expert for local project coordination and implementation support for the fonio project in Guinea.

Both projects have already started. The Guinea coffee project started in 2021 with a business export coaching trajectory only. The Guinea fonio project started in August 2023 with an inception phase. The inception phase will last till June 2024. Both projects will end December 2026. The Tendering authority intends to conclude one Contract (Framework Agreement) for each separate lot for a period of two and a half years, with possible extension of one year.

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. We support the transition towards inclusive and sustainable economies. We focus on transitions in sectors in developing countries, working towards becoming more inclusive and sustainable.

All our projects lead towards the same impact areas. We aim to contribute to the transition towards inclusive and sustainable sectors by:

- Stimulating economically, socially and environmentally sustainable trade and production through exports by local Small and Medium Enterprises (SMEs) to Europe and to regional markets.
- Promoting and creating decent work, where decent work is defined as productive work for women and men in conditions of freedom, equity, security and human dignity.
 - We pay special attention to women and youth. This means creating decent jobs for women and young people, as well as supporting women and youth in management positions. Moreover, it is our ambition to support female and young entrepreneurs.

In this way, we contribute towards the United Nations' 2030 development agenda, both directly and indirectly. We directly contribute to sustainable consumption and production (SDG 12) in order to achieve - via export (SDG 17.11) - inclusive and sustainable economic growth, full and productive employment and decent work for all (SDG 8). Additionally, our interventions assist indirectly in achieving SDG 1 (no poverty) and SDG 5 (gender equality).

Our aim is to support the transition towards inclusive and sustainable economies by focusing on one specific sustainability challenge in a sector and country. A *sustainability challenge* describes the current obstacle(s) that prevent both poor and marginalised groups including target SMEs from actively participating in the (market) systems, and from continuing to derive environmental, social and economic benefits. Most of the sustainability challenges will directly or indirectly relate to SDG targets (5, 8 or 12).

Our unique expertise lies in using export as the means – in other words the *main incentive* – to overcome the sustainability challenge and to incentivise the transition of a) the SMEs we work with, b) the markets we operate in and eventually c) the entire sectors of our target countries towards

becoming more *inclusive* and *sustainable*. Besides the specific sustainability challenge, all projects should at least be gender aware, not-climate blind, inclusive for youth and sustain or create decent jobs.

There are different intervention pathways possible within each project that aim to contribute to overcoming the sustainability challenge. Each pathway depends on assumptions, addresses initial underlying causes and aims to create long-term and intermediate outcomes. At a high level, these pathways are as follows:

- *Sustainable SMEs*: Ensure SMEs achieve a long-term balance – a durable equilibrium – between environmental, social, and economic policies and practices. This focus includes sustainably produced products and services, reduced environmental impact, providing decent work, and resilience to changes in markets and business environments.
- *Sector alignment*: Foster increased collaboration, awareness, and visibility within the local value chain to support the sector's transition towards more sustainable and inclusive economies.
- *Service provision*: Support the availability of Business Development Services (BDS) for value chain actors, encompassing business operations, export readiness, and sustainable production.

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

This tender pertains to the implementation of the CBI fonio and coffee programmes in Guinea. Details regarding this assignment can be found in chapter 2 and subsequent chapters. A checklist and additional information on how to apply for this tender are available in chapter 7.

1.3 Reason for this invitation to tender

CBI supports the transition towards inclusive and sustainable sectors. Currently CBI is implementing two projects in Guinea, one in the fonio sector and one in the coffee sector. For both projects the business (export) coaches have been recruited and have started assignments. The fonio project is currently in its inception phase and the coffee project has moved into the implementation phase after a review of the business case. More information on both projects is described below.

Fonio project in Guinea

The fonio project contributes to achieving the following long-term vision for the sector: *"The Guinean fonio sector is integrated and competitive and is able to make a lasting contribution to national food security, the creation of jobs and improving the living conditions of Guinea's rural population."*

This long-term vision is a dot on the horizon. To work towards this long-term transition goal, the following overall project purpose has initially been set: *"Farmer households earn decent incomes by selling higher quality fonio products to higher value markets (local, regional, international). The fonio sector is better organised, with more collaboration, a strong position of women's groups, and increased efficiency of production, processing and marketing."*

The fonio produced is partly consumed by the farmers themselves, and partly sold. Different fonio products are sold, requiring different levels of processing. The products are sold on the local market, in Conakry, on regional export markets, and on the international export market. The two main international export markets are the United States (US) and the European Union (EU). There is no lack of fonio production in West Africa. Buyers however report difficulty sourcing fonio: it is hard to find consolidators who offer full container loads of export-quality fonio; the production process has challenges; and traditional food processing units are not export grade.

As fonio is a newly introduced food in Europe, the grain is still unknown, especially with consumers. In order to reach the EU market, (potential) exporters need to work on both the market side (promotion, understanding the market better, etc.) and on organizing their value chains. Traceability needs to be established, and consistent quality controls need to be put in place on multiple levels.

Currently the inception phase of the fonio project is ongoing in which further analysis on underlying root causes for sustainability challenges are identified as well as validation with stakeholders of the long-term vision for the sector, based on the future search methodology. This process falls outside the scope of this Tender and will last until June 2024. The implementation will focus on the outcomes of the inception phase, and this will fall under the assignment of this Tender.

Coffee project in Guinea

This project in Guinea was developed in 2020 and initially focused on connecting SMEs in the sector with the European premium/specialty market(s) for both cocoa and coffee. The aim was that exporters obtain better prices and increase their export value, generating decent work at SME level and better prices at producer level. However, during the application process for the business export coaching trajectory in 2021, it appeared that the cocoa sector in Guinea was not matured enough for the coaching trajectory offered by CBI, and it was decided to continue working in the coffee sector. After two years of business export coaching, it also became clear that the coffee sector is not ready yet to be connected to the European premium and specialty markets. The business case has been updated and a shift to the CBI strategy of 2021-2025 was made.

The most significant root cause for the various Corporate Social Responsibility (CSR) challenges in the Guinean coffee value chain is related to poverty among smallholder coffee farmers. One of the main root causes for poverty is that the coffee sector in Guinea is not inclusive for the smallholder coffee producers. With not being inclusive we mean that farmers do not benefit like other stakeholders from improvements within the value chain regarding production, services and price and are therefore unable to improve their livelihood and make necessary investments in their coffee farm.

The sustainability challenge can be formulated as follows: *Smallholder farmers in Guinea do not equally benefit from the opportunities of local/-regional / global markets for coffee.*

A possible long-term vision for the sector was formulated as follows, however, this is yet to be validated with the sector stakeholders, as part of the assignment under this tender: *The coffee sector in Guinea is collaborative and functioning in such a way that it is inclusive for farmers. With inclusive we mean that farmers benefit like other stakeholders from improvements within the value chain regarding production, services and price.*

The objective of the remaining part of the project is that smallholder farmers in Guinea within the CBI 'pilot area' benefit from better sector collaboration, service delivery and SMEs accessing markets. With pilot area we mean the scope of the project in which interventions and pilots take place, such as the coffee region and the (private sector) actors CBI is partnering with.

The overall assumption is that for coffee farmers to be able to benefit, (increase their income) they need to be better integrated in the commercial value chain. This entails that there is: I) enhanced sector collaboration; II) service delivery to farmers; and III) companies piloting different product-market combinations contributes to farmers being included.

Expertise Sought

The current Tender Document is written for the two different types of experts as mentioned below:

1. Expert for institutional and service development with systems change focus for both the fonio and coffee project in Guinea (lot 1)

This expert will work within the scope of both the fonio and coffee project on improving internal sector cooperation and strategic thinking on the one hand and, on the other hand, supporting service providers to develop financial sustainable business models for service delivery to the value chain actors. The expert will coach and train local institutions to generate support, collaboration, awareness and best practice in the local value chains (VC) to support both sectors in their transition towards more sustainability, inclusiveness and commercialization. This includes among others facilitating sectoral dialogue structures and identifying and coaching (potential) service providers to

the VC actors (SMEs, processors, producer groups) regarding establishing sound economic viable business models.

2. Expert for local project coordination and implementation support for the fonio project in Guinea (lot 2)

This expert contracted under this tender will be responsible for on the ground coordination of CBI activities, for representing the CBI fonio project locally and actively managing a network of major stakeholders in the sector. Furthermore, the expert will support the above-mentioned expert (lot 1) and the already contracted business (export) coaches regarding supporting participants of pilot initiatives, sector alignment and brokering linkages between business development service providers and SMEs. The contracting authority has a clear preference for a locally based expert.

Note that besides the above-mentioned experts, other experts with specific thematic expertise on topics such as access to finance 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 the business (export) coaches already contracted as well as other experts possibly contracted by CBI, outside the framework of this tender, in order to reach the objectives of the project.

1.4 Time schedule

The schedule below applies to this tendering process.

14 March 2024	Issuing of publication, start of tendering period.
2 April 2024 10:00 AM CEST	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).
15 April 2024	Issuing of Memorandum of Information
2 May 2024 10:00 AM CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Up to and including week 20 2024	Assessment of Tenders.
27 May 2024	Announcement of the award of the Contract.
11 June 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
30 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.
14 July 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

Fonio project in Guinea

The project started in August 2023 with an inception phase which will last till June 2024. At the end of the inception phase a decision will be taken by CBI on the design and implementation of the project. This project runs until December 2026. The defined project purpose is: *"Farmer households earn decent incomes by selling higher quality fonio products to higher value markets (local, regional, international). The fonio sector is better organised, with more collaboration, a strong position of women's groups, and increased efficiency of production, processing and marketing."*

This initial project period (inception phase) is focusing on in-depth research, assumption testing, and network building around the project purpose and sustainability challenges. The collected insights and feedback during this period, will be used to redefine the project's objectives and strategies to better meet the specific needs of the sector and its stakeholders. An additional expert will be contracted to organize and moderate an event using the Future Search methodology or similar, to stimulate overall sector alignment. This event will be done outside the framework of this tender. This expert will support the organization of a broad sector event during the second phase of the inception in which the sector stakeholders will jointly agree on a future vision for the sector and a joint strategy to reach this vision. The two experts tendered in this document will be following up on the outcomes of the event and will be the ones that will support the sector to reach the set goals during the remainder of the implementation phase of the project.

The project activities under this tender will start in the third quarter of 2024.

The project is structured around 4 pathways (these pathways will run simultaneously during the entire project cycle), they are not mentioned in order of importance:

1. **Improved sector collaboration** which enables industry stakeholders to identify and pilot solutions, support the government to advocate a long-term vision and carry out experiments and fund projects in a more coherent manner and sector supporters to initiate and finance projects, to develop service delivery models, to learn and identify good practices.
2. **Improved service delivery models** for value chain actors using the Market System Development (MSD) approach. Potential service providers will be supported in designing and or further developing their service offer. The project's support will be given in the form of coaching and training and by linking service providers to (international) networks (e.g. international research institutes) and best practices.
3. **Business model pilots** to test various business models that are to lead to an increased and durable availability and offer of high quality fonio products for the various higher value markets (domestic, regional, international).
4. **Promotion on EU markets** in which cooperation will be sought with existing importers of fonio in the EU and with specialists on introducing novel foods into the EU. The promotion will focus first on fonio in general and not yet specifically on fonio from Guinea.

For lot 1, pathways 1 and 2 fall within the scope of work. For lot 2, all 4 pathways fall within the scope of work.

Coffee project in Guinea

The coffee project started in 2021 with a Business Export Coaching trajectory of two years. Based on the results of the coaching and information gathered, the project objective was redefined in December 2023. The project runs until December 2026. The project purpose for the remainder of

the project is: *Smallholder farmers in Guinea (CBI pilot area) benefit from better I) sector collaboration, II) enhanced service delivery and III) SMEs accessing markets.*

The expert for lot 1 will be contracted to organize and moderate an event to stimulate overall sector alignment in the coffee sector in Guinea and validate and/ or reformulate the defined long-term sector vision and develop a strategy in which the sector stakeholders will work jointly to reach this vision.

The CBI coffee project is structured around 3 pathways (these pathways will run simultaneously during the entire project cycle), they are not mentioned in order of importance:

1. Improved sector collaboration and regulation

Enhanced sector alignment, collaboration and improved regulations will benefit all value chain actors equally if the interest of smallholder farmers, including women and youth, is put on the agenda.

2. Improved support services

Improved services to farmers and cooperatives will lead to better integration in the value chain and improved quality of Robusta coffee. Better management of production and processing leads to improved quality. When cooperatives are better organised and farmers are represented in organisations, the position of farmers is strengthened, and they will have the capacity to improve post-harvest practices increase their negotiation power.

3. Responsible supply chain

This pathway includes SMEs/exporters who are willing and capable to invest in more transparent and mutually beneficial relations in their supply chain. Improved traceability, higher volumes and more consistent quality in combination with (export)market competency enables them to comply with buyer requirements and acquiring orders.

For lot 1 pathways 1 and 2 fall within the scope of work. For lot 2, this section about the coffee project (pathway 1,2 and 3) is not applicable.

2.2 Market System Development (MSD) approach for coffee and fonio project

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 MSD-approach was chosen as interesting approach for project implementation. The projects mentioned in this document are to test the opportunities, possible benefits and possible limitations of these new approaches for future CBI project development and implementation.

Besides the "learning" objective, the projects seek to achieve tangible results. Above all to support the development of sustainable business models at the level of fonio and coffee farmer groups/cooperatives, processors and exporters but also in the development of business & marketing service delivery models that address the needs of Guinean private sector actors that seek to develop the market and export, and which are used by these businesses during and after the project's ending.

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. This project will also serve as one of the learning pilots for CBI regarding use of this methodology. During project implementation constant monitoring and evaluation will take place by CBI. To facilitate this, indicators on process level will be developed during the implementation phase. For detailed information on MSD, including best practices please see www.beamexchange.org.

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

2.3 Target Group and Beneficiaries

The target group for the activities under lot 1 and 2 of this tender consists of:

- Lot 1: Private and governmental organisations, NGOs, projects, private and public service providers in the fonio and coffee sector that support the transition to sustainable fonio and coffee production.
- Lot 2: All relevant stakeholders in the fonio sector in Guinea, particularly actors in the enabling environment, service providers and private sector that support the transition to sustainable fonio production.

2.4 Target Market

The target markets for this project are domestic, regional and international for fonio and coffee products as long as it serves the goal of creating equal opportunities for smallholder producers with a specific focus on women and youth.

2.5 A systems approach for sector transitions

CBI uses a systems approach to contribute to the transition towards inclusive and sustainable economies. A system is defined as a dynamic network of actors, interests, norms and practices that shape and sustain a particular economic outcome, and of which we ourselves are a part.

Applying a systems approach allows us to gain a holistic understanding of the entire (market) system and entails identifying and tackling underlying causes (sometimes called 'root causes') of the specific sustainability challenge within a system. Consequently, the system approach is translated into every step of the project cycle to ensure a practical implementation in CBI projects.

Part of the systems approach is to include a high level of national stakeholder participation. It is therefore important to keep a balance between the following two approaches:

- *Expert-led approach:* Following the expert-led approach means that the intervention design is entirely led by CBI's project managers and the project experts. The experts will use the information from the business case, the additional research undertaken during the inception phase and build on their own professional expertise to come up with the concept of the interventions.
- *Participatory approach:* On the contrary, here the design process will be solely owned by the stakeholders and market players of the target sector. Thus, stakeholders would get together into design workshops and come up with joint ideas for interventions. The workshop facilitator and project experts would either join as equal partners or – in the extreme cases – not interfere in the intervention design process at all.

In practice, this means that: We start by defining what part of the system we will target (demarcation). This is followed by formulating and/or validating a vision about the sector that describes what a well-functioning, future-proof and sustainable sector (somewhere in the future) looks like. Based on this the intervention strategy is developed. Throughout the implementation of the projects the CBI project manager(s) together with the external experts and the local system actors / stakeholders will therefore validate and (if necessary) further (re)define the theory of change and vision developed as part of the Business Case.

About the Export Enabling Environment level

The project is designed to align with its broader objective of transforming Guinea's coffee and fonio sector into a more inclusive field for smallholder producers and women's groups. To this end, CBI

facilitates sector-wide collaboration and alignment. Events and workshops will be organized to bring various stakeholders together, ensuring that emerging best practices are shared. A key focus will be on creating an environment that facilitates both the growth and export capabilities of producer and processing groups and SMEs as well as encouraging gender equality and youth inclusion in the sectors. This will involve working closely with local partners to identify and implement sustainable solutions tailored to the unique service needs of farmer groups and companies. This will encompass services that aim to enhance competitiveness and those that aim specifically at improving female inclusion and/or youth employment opportunities.

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

2.6 Role of the experts

Lot 1: Expert for institutional and service development with systems change focus for both the fonio and coffee project in Guinea:

The primary responsibility of the expert for institutional development with systems change focus is to guide collaborative efforts among sector stakeholders toward systemic changes that promote better and equal inclusion of smallholder farmers, including women and youth. The expert will align these efforts with a Market Systems Development (MSD) approach, a framework focused on creating inclusive and equitable self-sustaining economic systems. Specifically, the expert will:

- Conduct needs assessments with a participatory approach: Work closely with sector stakeholders to assess their specific needs and challenges in the areas of gender equality, strategic management and systemic change.
- Essential research: Conduct research that identifies bottlenecks and opportunities (root cause analysis) for systems change within the sector.
- Facilitate sector events: Organize and host various types of meetings, such as Communities of Practice and larger sector-wide events, to foster collaboration and knowledge sharing among stakeholders.
- Build consensus for change: Provide targeted coaching to stakeholders (both public and private) to help build consensus around systemic changes needed for an integrated and competitive fonio sector, as well as a collaborative and inclusive coffee sector.
- Foster sustainable service delivery: Advise public and private service providers on creating sustainable and scalable business models that serve the sector effectively (aligned with MSD principles)
- Monitor project progress: Regularly assess the progress of sector stakeholders and the efficacy of the project's approach, adjusting as necessary.
- Provide follow-up based on the outcomes of an initial sector event (based on the Future Search methodology) in the fonio sector and develop interventions for sector events in the coffee project.
- Provide strategic advice to the CBI Programme Manager on the overall direction of the project and the necessities to achieve the systemic change.

The expert is expected to maximize the use of online platforms for meetings, coaching, and other project activities. Nevertheless, one to three on-site visits per year are anticipated, to establish strong relationships with local stakeholders. The planning may be adjusted based on project needs, participant requirements, and constraints on international travel. The expert for local project coordination (lot 2) will play an important role by supporting the expert for institutional and service development with systems change focus (lot 1). Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments considering the abovementioned factors as well as budget considerations.

Lot 2: Expert for local project coordination and implementation support for the fonio project in Guinea

The expert for lot 2 will collaborate closely with the expert in lot 1 and other experts (outside this tender) within the scope of the fonio project, to amplify the impact of business coaching and gender approaches for the participating Guinean private sector actors/SMEs and to provide support on the institutional embedding of the project. In addition, this expert will handle logistical and networking tasks, as well as oversee the day-to-day execution of all activities related to business coaching and the institutional interventions for the project.

Specifically, this expert will:

- Collaborate with the business (export) coaches to identify the unique needs of the Guinean fonio sector's SMEs and offer additional coaching tailored to these requirements.
- Work together with the lot 1 expert (and other experts within the fonio project, contracted outside this tender procedure) to support the interventions taking place in the institutional context to induce a system change.
- Leverage their insider knowledge of the Guinean fonio sector including the institutional (public) sector, providing valuable insights into the stakeholders' interests, capabilities, and constraints.
- Act as CBI's local representative in the Guinean fonio sector when requested by the CBI Programme Manager, serving as the link between local SMEs, institutional stakeholders and CBI staff and experts.
- Provide ongoing, localized follow up support and coaching to stakeholders and SMEs in the intervals between the expert's missions, both on-site and online, to ensure continuous improvement and alignment with project goals.
- Assist with the logistics of site visits, including scheduling meetings and arranging transportation for other experts and CBI staff when they are in Guinea.
- Support online coaching and training sessions led by experts.
- Maintain regular pro-active communication with sector stakeholders to encourage and monitor their engagement in the project's initiatives.
- Assist with logistical details for meetings and training sessions, including agenda setting, venue selection, catering, equipment, and sending out invitations.
- Support the organization of various types of events that facilitate discussions and planning for systems change, such as stakeholder meetings, sector events, and Communities of Practice.
- Play an active role where needed in the follow up activities.
- Moderate stakeholder meetings as needed to facilitate effective dialogue and collaboration.

Activity levels for this role will vary based on project needs, management decisions, and the specific challenges and opportunities facing the SMEs and the sector.

For both lots:

The planning of activities across both lots may vary based on project needs, stakeholder requirements, and external factors like a pandemic or the local security situation. Please refer to the description of the roles above for a general outline. Our 'digital-first' strategy aims to minimize environmental impact by prioritizing online interactions whenever possible. All decisions regarding activity allocation will be made by the CBI Programme Manager.

2.7 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 projects.

The expert is part of a broader team that includes both locally based and international external experts and service providers, contracted by CBI for specific project activities. The team also includes CBI staff, particularly the Programme Manager and Project Officers based in The Hague, as well as staff and experts from potential development partner organizations (such as donors).

Depending on the program's needs, CBI may contract additional external experts and service providers beyond those under this tender. Close collaboration is expected between the experts of both lots in this Tender document as well as between the expert recruited for lot 1 with the already contracted expert for local coordination of the Guinea coffee project.

2.8 Lots

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

Individual tenderers and firms cannot submit proposals for more than one lot and cannot win more than one lot.

Lot	Number of Contracts (Framework Agreements)
Lot 1: Expert for institutional and service development with systems change focus for both the fonio and coffee project in Guinea	1
Lot 2: Expert for local project coordination and implementation support for the fonio project in Guinea	1

For lot 1, the projects in the fonio and coffee sector have been merged, taking into account that both projects require the same type of institutional and service development expertise. There is also an overlap in key stakeholders with whom to collaborate, and therefore it is easier to have one point of contact. In addition, by bringing the two sectors together in one lot, CBI hopes to work more efficiently and to reduce its CO2 impact by combining on-site visits.

2.9 Contract Period

The Tendering authority intends to conclude a Contract (Framework Agreement) for every separate lot for the duration of two and a half years with a possible extension of one year. The duration of the total Contract period is estimated for three and a half year because this is the remaining duration of the two CBI projects including possible extension.

2.10 Scope of the assignment

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

Lot	Maximum Contract value in EUR (excl. VAT and incl. all local VAT and fees)
Lot 1: Expert for institutional and service development with systems change focus for both the fonio and coffee project in Guinea	€ 600,000
Lot 2: Expert for local project coordination and implementation support for the fonio project in Guinea	€ 250,000

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.

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.

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

3.1 General requirements (for both lots)

1. **Single point of contact:** Multiple contact persons are not allowed. The reason for this is that one contact point is needed for the stakeholders and for the contact with CBI. The personal approach towards the stakeholders is important in order to optimally fulfill the expert role. If a collaboration is needed to fulfill 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 two persons. The preference, however, is for the assignment to be executed by one single expert per lot.
2. **CV Submission:** All experts applying for this tender must include a Curriculum Vitae (CV) in their tender application. The CV will be scrutinized to verify compliance with:
 - The general requirements as listed in Section 3.1.
 - The specific requirements for the applicable lot as described in this chapter.If the application involves multiple experts collaborating, the CVs must:
 - Clearly designate which expert meets each specific requirement for the lot.
 - Identify the expert who will act as the single point of contact for the assignment.
 - Clearly describe the specific role of each expert.Failure to adhere to these guidelines will result in the tender's disqualification and removal from further consideration. **It is therefore very important that all requirements can be verified in the CV.**
3. **Independence and conflict of interest:** The expert must be able to act fully independently and without any conflict of interest as a representative of CBI in the fonio and coffee sector in Guinea. This entails, among others, that the expert should not be directly or indirectly contracted or employed by (or own) selling parties in Guinea or importing companies that trade in services covered by this tender from developing countries covered by this tender.
4. **Working Schedule.** The work is done continuously throughout the year/week and not arranged via fixed days per week or per month. In principle experts should be available all year round.
5. **Language requirements.** The official working language for interactions with companies and sector stakeholders across all lots is French. The reporting language for communications with CBI during the assignment is English. Therefore, all experts submitting a tender for any of the lots must demonstrate effective communication skills in both spoken and written French and English in their CVs. For lot 1, a proficiency level of at least C2 as per the Common European Framework of Reference for Languages (CEFR) (or comparable) is required, for both French and English. This must be demonstrated through an official document. For lot 2, a proficiency level of at least B2 as per the CEFR (or comparable) is required for English and C1 for French. Comparable means that when another qualification standard is used the Tenderer must prove it is comparable to the above-mentioned required CERF-levels. Native speakers will be considered as comparable.

3.2 Requirements relating to knowledge and to professional experience for Lot 1: Expert for institutional and service development with systems change focus for both the fonio and coffee project in Guinea

1. Proven knowledge of the Market Systems Development (MSD) approach, substantiated with examples of past projects where this was applied beneficially.
2. At least two (2) years of experience in facilitating systemic change initiatives, including stakeholder engagement and consensus-building around complex issues related to systemic or institutional change.
3. At least one (1) year of experience in conducting needs assessments and research specifically focused on identifying root causes, opportunities and bottlenecks for systems change.
4. Proven experience with providing guidance to sector associations or private sector service providers to develop financially sustainable export-related services.
5. Proven experience with providing institutional development support to sector actors, such as for example Business Support Organisations (BSOs).
6. Proven experience in setting up effective multi-stakeholder partnerships.
7. Proficiency to build a relationship network with other donor organisations, so that duplication is prevented, and planning and thematic alignment is optimal.
8. At least three (3) years of experience in coaching by using distant guidance techniques like email and online tools (for example Skype, GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching.

3.3 Requirements relating to knowledge and to professional experience for Lot 2: Expert for local project coordination and implementation support for the fonio project in Guinea

1. At least two (2) years of experience in project coordination for an organisation or company in a commercial, technical, or consultancy role during the last seven (7) years. This experience should be within the agricultural sector.
2. Proven experience in managing multi-stakeholder projects/programmes and ability to strengthen value chain collaboration.
3. Experience in moderating, facilitating, and conducting trainings and workshops. At least four (4) trainings/workshops during the last seven (7) years.
4. At least one (1) year of experience in online facilitation, including the use of digital tools for both individual and group sessions.
5. Proven experience to monitor logistic arrangements for donor organizations on the ground in Guinea, even on very short notice (last-minute preparation).
6. At least one (1) year of proven experience in stakeholder communication or community engagement.
7. Proven experience in collaborating effectively with remote or cross-disciplinary teams.

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

1. The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
2. The price/rates must be in euros and 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. "Local" is in this case the country where the expert is based. They do not include VAT.
3. **In case your company is not located in Guinea**, you may, when carrying out assignments in Guinea, 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 Guinea**, you can only invoice the abovementioned UN-DSA, when travelling to one of the cities of the programme your company is NOT located in, after approval of the CBI Programme Manager. The costs for travelling within your own city must be included in your daily rate.
5. The maximum daily rate for lot 1 is € 750.- excl. VAT.
6. The maximum daily rate for lot 2 is € 350- excl. VAT.

7. The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
8. The rate is fixed for the duration of the framework agreement and cannot be indexed.
9. The Tenderer will charge retrospectively based on actual costs and specify daily rates.

3.5 Tax-related requirements (for all lots)

1. The Tenderer indemnifies the Contracting 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 Contracting 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 Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
5. 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 Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
7. Given the nature of this assignment, which includes development cooperation that exclusively benefits 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 60 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.

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.
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.

3.6 Invoicing requirements (for all lots)

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

For companies established in the Netherlands only

E-invoicing

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

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

For companies not established in the Netherlands

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

3.7 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. Costs of a CO2 compensation scheme per international flight ticket should be included.
2. All flight tickets will be economy class.
3. See also: 3.6 Requirements relating to the prices/rates.
4. CBI has the explicit policy of 'digital first' in order to reduce the environmental footprint of the project. As much as possible, coaching and training will be done from a distance via digital tools.

3.8 Changes (for all lots)

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, he must inform the Contracting authority as soon as possible. If, in its opinion, the work cannot or cannot be performed to a sufficient extent, the Contracting authority may proceed to immediate termination by means of termination of the Agreement. The Contractor will then receive reimbursement of the costs in the event of cancellation by the Contracting authority in accordance with Article 22.6 of ARVODI 2018.

CBI is concerned about the safety of its staff and of its contracted experts. This means that the CBI will only allow its staff and experts to travel on behalf of CBI to regions earmarked as orange (or red in case of experts) by the Netherlands' governmental travel advice, with explicit permission from CBI management. 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.

3.9 Environmental requirements (for all lots)

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. The final decision on this will be made by the CBI Programme Manager.

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).

4.1 Exclusion Grounds

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

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

See Section 7 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 (counted from the deadline for receipt of the Tender) see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years (counted from the deadline for receipt of the Tender))
3. Tax statement (no older than 6 months (counted from the deadline for receipt of the Tender))

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

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

4.2 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 per lot, which demonstrate experience with essential aspects of the contract:

Core Competences Lot 1

1. Facilitating systemic change within a sector within developing countries through public-private consensus-building, target coaching and research.
2. Advising and capacity building of public and private service providers on implementing economically sustainable service delivery models aligned with Market Systems Development (MSD) principles.

Core Competences Lot 2

1. Experience in coaching/advising public and private sector actors in the agricultural sector, focusing on enhancing practises, performance and sustainable improvements.
2. Organizing logistics for projects or events in Guinea.

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 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 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.

Evidence (do submit 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 reference(s) must be signed by the referee (the client in question).

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

4.3 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.

The assessment consists of 3 steps.

1. A maximum of **90 points** can be obtained for your response to the "written" award criteria as described in 5.2.1 up to and including 5.2.3 for lot 1, 5.2.4 up to and including 5.2.7 for lot 2. 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.
2. 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 3.4), the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is 100 points.

The maximum total points that can be obtained is **100 points**.

5.2 Quality preferences

In providing your response:

1. Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
2. Ensure that your responses are closely aligned with specific positions or examples listed in your CV. This applies to all experts involved in executing the assignment, including members of a consortium or subcontractors. Submit a CV containing at least the following sections:
 - a. Education
 - b. Work experience
 - c. Language skills

Your CV will be evaluated for compliance with the requirements as described in Chapter 3 of this Tender Document. It will also serve as a general indicator of your qualifications in relation to the award criteria specified 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 as stated in this Chapter.
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 words that your answer may contain is indicated. If your answer contains more than the indicated maximum, the excess will not be assessed.

Lot 1: Institutional and service development expert for both the fonio and coffee project in Guinea

5.2.1 Preferences related to building and guiding multi-stakeholder coalitions for inclusive sectors (focussing on a specific target group)

Draft an action plan, outlining how you (and your entire tendering team, including subcontractors, consortia, and other employees) would build and guide coalitions of stakeholders in the coffee sector in Guinea to work towards more collaborative and inclusive sectors. Consider specific target groups (e.g. women, youth, rural population etc.) and include activities to be implemented and reasoning behind them. Address and explain briefly the key differences you anticipate for the fonio sector.

Your answer should address the following three criteria:

1. Describe a comprehensive approach that includes steps for building and guiding coalitions, as well as engaging key stakeholders, for an inclusive Guinean coffee sector.
2. Explain how you would align these coalition efforts with Market Systems Development (MSD) principles
3. Briefly outline and explain the key differences you anticipate for the fonio sector.

Illustrate the above with a relevant example from your past experience, visible in your CV, demonstrating successful implementation of similar strategies.

Max. no. of points	Assessment aspects
30	Scoring Guidelines: You can receive a maximum of 10 points for each criterion. The assessment will be as follows: 1. For Criterion 1: The assessment team will evaluate the feasibility, clarity, and completeness of your action plan, including stakeholder engagement. Points will be awarded for practical, actionable strategies. 2. For Criterion 2: Points will be awarded based on the alignment of your approach with MSD principles, with emphasis on practical applications. 3. For Criterion 3: The assessment team will evaluate the relevance, and sensitivity of the key differences mentioned and explained. Word Limit: Your response should not exceed 900 words. Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.

5.2.2 Preferences related to designing sustainable business models with and for service delivery to sector actors.

Describe in a concise manner your (and of the whole team you are tendering with, like subcontractors/ consortia and other employees) approach in coaching public and private service providers in the fonio sector in Guinea on developing financially sound business models for service delivery, for uptake by value chain actors, aligned with MSD principles.

Your answer should address the following two criteria:

1. Outline a step-by-step approach on how you would coach service providers in the fonio sector in Guinea to develop sustainable and scalable business models in alignment with MSD principles.
2. Identify four critical success factors for implementing such business models in the fonio sector in Guinea.

Support the above with one concrete example from your experience, visible in your CV, in which you have successfully guided a service provider in a least developed or lower- or middle-income country in developing a financial sustainable business service.

Max. no. of points available	Assessment aspects
40	Scoring Guidelines: You can receive a maximum of 20 points for each criterion. The assessment will be as follows: 1. For Criterion 1: The assessment team will evaluate the feasibility, clarity, and completeness of the coaching approach, as well as the thoroughness and applicability of MSD principles in your approach.

	2. For Criterion 2: The assessment team will evaluate the relevance, depth, and context-specificity of each of the four critical success factors you identify. Word Limit: Your response should not exceed 900 words. Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.
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5.2.3 Preferences related to carrying out root cause analyses and identifying possible solution pathways.

Describe in a concise manner your approach (and of the whole team you are tendering with, like subcontractors/ consortia and other employees) in carrying out successfully root cause analyses regarding identified obstacles in a value chain and on identifying possible solutions to address these root causes.

Your answer should address the following criterion:

1. Describe in your approach, the factors that are an impediment to success and the factors which will lead to success.

Provide at least one example, visible in your CV, supporting your approach in a least developed or lower- or middle-income country.

Max. no. of points available	Assessment aspects
20	Scoring Guidelines: You can receive a maximum of 20 points for this criterion. The assessment will be as follows: The assessment team will evaluate the relevance, depth, and context-specificity of the approach, the obstacles and the factors for success. Word Limit: Your response should not exceed 700 words. Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.

Lot 2: Expert for local project coordination and implementation support for the fonio project in Guinea

5.2.4 Preferences related to expertise in managing multi-stakeholder projects and facilitating inclusive value chain collaboration, by establishing or leveraging own networks

Draft an action plan, outlining how you (and your entire tendering team, including subcontractors, consortia, and other employees) would build and guide coalitions of stakeholders in the Guinean fonio sector to work towards a more inclusive sector and strengthen value chain cooperation. Consider specific target groups (e.g. women, youth, rural population etc.) and include activities to be implemented and the reasoning behind them.

Your answer should address the following three criteria:

1. Describe a comprehensive approach that includes steps for strengthening value chain cooperation, as well as engaging key stakeholders, for an inclusive Guinean fonio sector.
2. Explain how you would establish, or work within your own, networks to achieve the objectives of criterion 1.
3. Include your role, obstacles and critical factors for success in the approach and describe the target group (e.g. women, youth, rural population etc.) as well as the key stakeholders involved.

Illustrate the above with one concrete example from your experience, visible in your CV.

Max. no. of points available	Assessment aspects
30	Scoring Guidelines: You can receive a maximum of 10 points for each criterion. The assessment will be as follows: For Criterion 1: The assessment team will evaluate the feasibility and clarity of your proposed approach, and how well you understand the specific needs of the stakeholders in the fonio value chain. For Criterion 2: The assessment team will evaluate how you will establish or make use of your own networks in achieving inclusive value chain cooperation. For Criterion 3: The assessment team will evaluate the clarity and relevance your approach, your role, the realism of the identified obstacles and the appropriateness of critical factors of success. Word Limit: Your response should not exceed 700 words. Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.

5.2.5 Preferences related to your experience in facilitating/advising private sector actors in the agricultural value chain on improving internal processes and sustainable practises

Describe in a concise manner your (and of the whole team you are tendering with, like subcontractors/ consortia and other employees) approach in facilitating/advising private sector actors in the Guinean fonio sector in improving internal processes and sustainable practises, with a view on higher quality of the product and sustainability that is required by the market.

Your answer should address the following two criteria:

1. Include in your approach the main challenges and the steps that should result into improvement of internal processes and performance, with specific attention to addressing sustainability, in the fonio sector in Guinea.
2. Define two critical success factors for working with private sector stakeholders on improving performance whilst working on sustainability practises in the Guinean context.

Support the above by describing why your approach works well for the underlying assignment, supported by one example, visible in your CV, of how you carried out your approach in the past.

Max. no. of points available	Assessment aspects
20	Scoring Guidelines: You can receive a maximum of 10 points for each criterion. The assessment will be as follows: 1. For Criterion 1: The assessment team will evaluate the clarity, relevance and feasibility of your approach on improvement of internal processes and performance, with specific attention on how you address sustainability. 2. For Criterion 2: The assessment team will evaluate relevance, depth, and context-specificity of the two critical success factors. Word Limit: Your response should not exceed 700 words. Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.

5.2.6 Preferences related to project coordination, including logistics, in the Guinean context

Describe in a concise manner what kind of arrangements you expect to make for this project including how you will facilitate coordination and logistics.

Your answer should address the following criterion:

1. Include in your description at least three arrangements you expect to make as well as three main coordination and logistical problems you expect and how you will solve these problems ('troubleshooting').

Illustrate the above with one concrete example from your experience in the past, visible in your CV.

Max. no. of points available	Assessment aspects
30	Scoring Guidelines: You can receive a maximum of 30 points. The assessment will be as follows: The assessment team will evaluate the extent in which the description of the <u>three arrangements</u> is clear, specific and complete, and the <u>three described problems and solutions</u> for them are clear, relevant and appropriate for the specific context. Word Limit:

	Your response should not exceed 700 words. Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.
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5.2.7 Preferences related to ensuring a sustainable continuation of the project outcomes (exit-strategy)

Describe in a concise manner your approach in ensuring a sustainable continuation of project outcomes through an effective exit-strategy, including the necessary steps to stakeholders for independent implementation.

Your answer should address the following criterion:

1. Include in your approach what critical success factors should be considered to maintain ongoing activities and commitment beyond the project's completion and describe your role in this.

Max. no. of points available	Assessment aspects
10	Scoring Guidelines: You can receive a maximum of 10 points for the criterion. The assessment will be as follows: 1. The assessment team will evaluate the extent in which your approach and the critical success factors are complete, relevant, and context specific. Word Limit: Your response should not exceed 700 words. Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.

5.3 Assessment of preferences in relation to qualitative preferences

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

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

5.4 Assessment of preferences in relation to prices/rates

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

Lot 1

Price	Awarded Points
> € 750	Exclusion from the tender process
€ 731 up to and including € 750	0
€ 711 up to and including € 730	1
€ 691 up to and including € 710	2
€ 671 up to and including € 690	3
€ 651 up to and including € 670	4
€ 631 up to and including € 650	5
€ 611 up to and including € 630	6
€ 591 up to and including € 610	7
€ 571 up to and including € 590	8
€ 551 up to and including € 570	9
€ 550 and <€550	10

Lot 2

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

The maximum daily rate for lot 1 is €750, - excl. VAT and for lot 2 the maximum daily rate is €350 - excl. VAT. **Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.**

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.1 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 Tender that does not comply, will be excluded from further participation in the tendering process.

6.2 Assessment of award criteria relating to the assignment

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

The assessment consists of 3 steps.

1. 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, and 5.2.4 up to and including 5.2.7 for lot 2. The Tenderer must score a minimum of 50 points out of the total of 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 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.
2. 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 3.4), the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is 100 points.

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 sub criterion of:

Lot 1: 5.2.1. Preferences related to guiding multi-stakeholder coalitions for an inclusive sector (focussing on a specific target group)

Lot 2: 5.2.6 Preferences related to project coordination, including arranging logistics, in the Guinean context

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

6.3 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 a case, 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.

7.1 Schedule

See schedule in Subsection 1.4.

7.2 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.

7.2.1 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):
Liesbeth Pepping via Liesbeth.pepping1@rvo.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.2.2 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 [eHerkenning gebruiken voor TenderNed | TenderNed](#) 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.

7.2.3 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 [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | 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.

7.2.4 Validity period and submission of Tender

The Tender must be valid for at least 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.

7.2.5 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.

7.2.6 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 that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

7.2.7 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.

7.2.8 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.

7.2.9 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).

7.2.10 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](#)

7.2.11 Inconsistencies and objections

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

7.2.12 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.

7.2.13 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.

7.2.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.

The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.

- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | 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 confidential information provided by the Tenderer with due care.

7.2.15 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
Award criteria	Tender, including a general response to the Tendering Authority's award criteria, including CVs.	Add to TenderNed
Annex 2	Prices/rates	Add to TenderNed
Annex 6	Reference assignments (paragraph 4.3.2)	Add to TenderNed

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

7.2.16 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.

7.2.17 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 all 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.

7.2.18 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.

The Tendering Authority does not consider submission of a Tender for multiple lots to constitute submission of multiple Tenders.

7.2.19 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.

7.2.20 Communication and language

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

The Tender must be submitted in English.

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

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

7.2.21 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.

7.2.22 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(s). Only the definitive Contract(s) will apply during the execution of the assignment.

7.2.23 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.

7.2.24 Request for supplementary information concerning the Tender

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

7.2.25 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.

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.

7.3 Further Agreements within the Contract

7.3.1 Further agreements within the Contract

An assignment within the Contract is referred to as a Further Agreement. There will be a yearly assignment with a yearly program within the scope of this Tender. Additional tasks can be given during the year.

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: Prices/Rates

Annex 3a: Draft Framework agreement

Annex 3b: Data processing Agreement

Annex 4: ARVODI-2018

Annex 5: Complaints Procedure

Annex 6a: References Lot 1

Annex 6b: References Lot 2