



Ministry of Economic Affairs
and Climate Policy

Tender Document

**Invitation to tender in accordance with the
European open procedure for the
procurement of experts for the execution of
the IT outsourcing programme in Morocco
of CBI**

Publication date : 26 October 2023
Status: definitive
Reference: 202308067

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Definition of terms

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

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

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the CBI project in the IT outsourcing (ITO) sector in Morocco for **four different types of experts**:

1. Expert for business export coaching in Morocco's ITO sector targeting the EU market;
2. Expert for local project coordination and business export coaching;
3. Expert for institutional development with systems change focus;
4. Expert for local project coordination and systems change development.

The project is planned to start in February 2024. The Tendering Authority intends to conclude one Contract (Framework Agreement) for each separate lot for a period of one year, which will serve as the project's inception phase. Upon completion of the inception phase, the information gathered will be used by CBI to determine how to further shape the project and whether to proceed with a second phase. If approved, the second phase will have a duration of four years. The total project duration, including the inception phase, is five years.

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

1.1 Tendering authority and IUC-EZK

This tendering process is being conducted on the instructions of The Centre for the Promotion of Imports from developing countries (CBI), part of the Netherlands Enterprise Agency (RVO) of the Ministry of Economic Affairs & Climate Policy. The Procurement Office (IUC-EZK) will act as process manager during this tendering process.

1.2 CBI Introduction

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

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

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

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

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

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

CBI projects are structured around the following intervention areas:

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

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

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

- Goal # 8 Decent work and economic growth
 - Goal # 12 Responsible consumption and production
 - Goal # 17 Partnerships for the goals
- [https:// www.un.org/sustainabledevelopment/sustainable-development-goals](https://www.un.org/sustainabledevelopment/sustainable-development-goals)

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

This tender concerns the implementation of the IT outsourcing programme in Morocco.

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

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

1.3 Reason for this invitation to tender

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

Morocco's IT outsourcing sector nurtures inclusivity and provides decent employment opportunities for youth. Within this dynamic sector, SMEs serve as catalysts, fuelling the growth of job opportunities.

The aim of the project is to catalyze a transformation in Morocco's ITO sector towards greater youth inclusion. This will be done by strengthening the capacity of SMEs to create decent jobs, developing services that boost their export potential, and that enhance their human resource practices to better attract, develop, and retain young talent, and engaging with key sector stakeholders to foster a more enabling ecosystem.

Background Information

Morocco faces significant challenges related to high youth unemployment and job informality. The IT outsourcing sector holds promise for creating decent, formal employment but is currently underleveraged, particularly among SMEs. A longstanding government focus on Foreign Direct

Investment (FDI) to generate employment has limited the scope for SMEs to contribute meaningfully to job creation and economic growth. As a result, there is a disconnect between existing policies and the real potential of SMEs to foster employment and innovation. This project aims to bridge that gap, focusing on empowering SMEs to harness untapped opportunities, thereby benefiting both the youth and the sector at large.

Expertise Sought

The current Tender Document outlines requirements for four distinct types of experts:

Lot 1: Expert for business export coaching in Morocco's ITO sector targeting the EU market. This expert will coach and train a group of around ten ITO SMEs in both entering the EU market and establishing best practices for youth inclusion. The aim is to enhance the companies' abilities to attract, develop, and retain young employees.

Lot 2: Expert for local project coordination and business export coaching. This expert will complement the efforts of the expert in Lot 1 by providing additional coaching to the SMEs on business export and youth inclusion strategies. Additionally, this expert will oversee logistical aspects, network management, and the day-to-day coordination of all business export coaching activities related to the project.

Lot 3: Expert for institutional development with systems change focus. This expert will guide coalitions of sector stakeholders towards systemic change aimed at better inclusion of youth. Responsibilities include assessing stakeholder needs, conducting root cause analyses on youth inclusiveness in the sector, organizing various types of meetings—such as Communities of Practice and larger sector events—and providing coaching to build consensus for change. Additionally, this expert will guide service providers in crafting business strategies that are not only financially sustainable but also align with Market Systems Development (MSD), a framework for creating more inclusive and equitable economic systems.

Lot 4: Expert for local project coordination and systems change development. This expert will support the expert from Lot 3 in catalysing systems change. Responsibilities include conducting essential research, organizing events, and providing coaching. On the operational side, they will handle logistics, network coordination, and the day-to-day management of activities related to institutional and systems change, as well as Market Systems Development.

Note that besides the experts mentioned in Lots 1-4, additional experts with specialized thematic expertise—on subjects such as sector branding and gender—may be contracted in separate assignments to support the project's implementation. These assignments are outside of the scope of this Tender. The experts contracted under this tender will work closely both amongst themselves and with any other experts who may be contracted by CBI outside the framework of this tender. This collaborative approach aims to achieve the project's objectives efficiently and cohesively. Final decisions regarding the allocation of specific assignments and coordination between experts will be made by the CBI Programme Manager to ensure smooth project execution and to minimize role overlap.

1.4 Time frame

The schedule below applies to this tendering process.

26 October 2023	Issuing of publication, start of tendering period.
9 November 2023, 12:00 CET	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions) and the Data Processing Agreement.
20 November 2023	Issuing of Memorandum of Information
4 December 2023, 12:00 CET	Deadline for the receipt of Tenders and opening of Tenders by the Tendering authority.
4 December 2023 – 19 December 2023	Assessment of Tenders.

17 January 2024	Announcement of the award of the Contract.
7 February 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering authority.
7 February 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.
11 February 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

The primary challenge that this project aims to address lies in the lack of inclusivity and limited quality employment options for youth in the Moroccan ITO sector. Despite its untapped potential for growth and job creation, the sector faces multiple interlinked hurdles. Moroccan ITO SMEs are constrained by market dynamics, often being neither affordable enough for basic services nor sufficiently skilled for more specialized markets. This limits their growth potential and, consequently, their capacity for creating quality jobs. Meanwhile, the government's focus on attracting Foreign Direct Investment and supporting startups has led to an imbalanced ecosystem with insufficient support for SMEs. This lack of focus creates a double-edged problem: stagnation in the SME sector and a corresponding lack of meaningful employment opportunities for the youth.

The project aims to address these multifaceted challenges by initiating a transformation within the Moroccan ITO sector toward more inclusive and sustainable employment for youth. By focusing on capacity-building for SMEs, the project aims to enhance their market competitiveness and human resource practices. This approach will enable these companies to create high-quality jobs that can attract, develop, and retain young talent. In parallel, the project seeks to correct the existing imbalances in the ecosystem by engaging with sector stakeholders, including service providers. Through these concerted efforts, the project aims to unlock the latent potential of the ITO sector, fuelling not only its growth but also creating a ripple effect of positive impact on youth employment.

Inception phase

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

The purpose of the inception phase will be to:

- Conduct a comprehensive assessment of the needs and opportunities of the youth who could potentially be employed by ITO SMEs, aiming to gain a better understanding of the current context, identify the reasons for the existing mismatch, refine the target group, and customize support accordingly.
- Assess service needs when it comes to export and youth employment and inclusion.
- Research gender issues in the sector and ensure project activities take these into account.
- Identify and collaborate with service providers to ensure that they are equipped to address the identified needs of SMEs effectively.
- Build a network of sector stakeholders and explore if there is an interest in establishing a Community of Practice (CoP) to facilitate ongoing discussions about youth inclusion in the sector.
- Identify and audit SMEs who are willing and able to contribute to the project and its objectives.
- Work closely with EU importers to understand their needs and address any concerns, building trust in the quality and reliability of Moroccan ITO SMEs.
- Enhance dialogue between SMEs and youth to spark interest in each other at universities or other education institutes to create early on awareness for job opportunities at SME level.
- Connect educational partners to educational partners in other CBI projects to learn from their steps.
- Facilitate discussion between employers and youth to bridge gaps / address expectations.
- Engage with educational and training institutes to see how they can prepare their students appropriately for labour market (incl. expectation management).

Market System Development (MSD) approach

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

The MSD approach seeks to address the root causes of why markets fail in order to make systemic changes that support lasting inclusive growth. The MSD approach is used by various international cooperation organizations as the guiding principle of their project development and implementation

processes, mainly in agricultural sectors. The key objective of the approach is to anchor the project's interventions in the sector, to support the development of financially sustainable service delivery models by actors in the market system. For detailed information on MSD, including best practices please see www.beamexchange.org.

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

2.2 Target Group and Beneficiaries

The target group for the activities under lot 1, expert for business export coaching in Morocco's ITO sector targeting the EU market, and lot 2, expert for local project coordination and business export coaching of this tender consists of:

- Moroccan ITO SMEs
- European buyers

The target group for the activities under lot 3, expert for institutional development with systems change focus, and lot 4, expert for local project coordination and systems change development of this tender consists of:

- All stakeholders in the ITO sector in Morocco, particularly actors in the enabling environment and (potential) service providers
- Stakeholders in the enabling environment focusing on youth employment

2.3 Target Market

The target markets for this project are countries in the EU and EFTA where there is demand for ITO services.

2.4 Integrated approach

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

About Business Export Coaching (BEC)

The companies selected for Business Export Coaching (BEC) as part of this project will be guided towards establishing a presence in the EU market while adopting best practices for youth inclusion. The approach to build these companies' capacities will blend direct support from the project with indirect support through service providers in the market system.

BEC assistance will include:

- *Individual export coaching:* Companies selected by CBI based on specific criteria will receive individualized coaching. Each will create an export strategy and an action plan. The Expert for business export coaching (lot 1) will provide on-site coaching during technical assistance missions. These missions will happen one to three times a year, depending on the needs. The coaching will focus on carrying out the action plans, addressing aspects such as product development, marketing and human resource development (HRD). Between missions, the Expert for local project coordination and business export coaching (lot 2) will provide ongoing support and guidance to the companies. The Expert for business export coaching (lot 1) will also offer remote coaching. In line with CBI's sustainability goals, we aim to minimize environmental impact by maximizing remote coaching and minimizing international travel whenever feasible.
- *Group training:* Training sessions will be organized both on-site and online for all participating companies. These sessions will cover sector-wide issues in areas such as human resources, financial management, and marketing. For some specialized training sessions, external trainers may be contracted by CBI outside the scope of this tender.

- *Market entry:* Improving the export marketing capacity of SMEs is a critical step for gaining direct access to export markets. The focus will be on both physical strategies, such as participating in European trade fairs and buyer missions, and digital strategies involving website and social media enhancements.

About the Export Enabling Environment level

The project is designed to align with its broader objective of transforming Morocco's IT outsourcing sector into a more inclusive field for youth employment. To this end, we'll facilitate sector-wide collaboration and alignment. Events and workshops will be organized to bring various stakeholders together, ensuring that emerging best practices—especially in areas like human resource development—are shared.

A key focus will be on creating an environment that facilitates both the growth and export capabilities of SMEs, as well as encouraging youth inclusion in the sector. This will involve working closely with local partners to identify and implement sustainable solutions tailored to the unique service needs of companies. This will encompass services that aim to enhance business competitiveness and those that aim specifically at improving youth employment opportunities, such as targeted HRD services.

2.5 Role of the experts

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

Lot 1. Expert for business export coaching in Morocco's ITO sector targeting the EU market

The expert's main role is to coach and train approximately ten SMEs in Morocco's ITO sector, focusing on improving their export performance in the EU and enhancing their youth-inclusivity practices. In this context, the expert will perform the following:

- Conduct export audits with potential participating ITO SMEs and co-develop action plans to implement necessary improvements. These audits will target meeting EU market demands, as well as tackling export marketing and management issues, in coordination with the CBI Programme Manager.
- Coach the SMEs in formulating youth inclusion strategies. The goal is to assist these companies in building effective models and practices for recruiting, developing, and retaining young IT professionals.
- Offer coaching and hands-on training to help SMEs implement the improvements identified during the export audit.
- Guide the SMEs in identifying and establishing connections with European buyers.
- Assist in business development by leveraging their European network to link local SMEs with potential European importers and other relevant parties.
- Provide advice on incorporating innovative processes and content into the CBI project.
- Support the SMEs in attending events like international trade fairs or roadshows, and advise CBI, project partners, and the SMEs on their preparations for these activities.
- Engage European buyers in the project and share their contacts with CBI and project partners for further outreach.

The expert is expected to conduct one to three technical assistance missions (TAM) per year. In between these missions or if travel restrictions such as COVID-19 interfere, the expert will maintain online contact with stakeholders. The planning may adjust based on project needs, participant requirements, and constraints on international travel. The expert for local project coordination and business export coaching (lot 2) will play a critical role by providing both online and in-person support between TAM missions. Decisions on activity allocation will be guided by the CBI Programme Manager, taking into account these factors as well as budget considerations.

Lot 2. Expert for local project coordination and business export coaching

The expert for Lot 2 will collaborate closely with the expert in Lot 1 to amplify the impact of business export coaching and youth-inclusion strategies for the participating Moroccan ITO SMEs. 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 export coaching for the project.

Specifically, this expert will:

- Work in tandem with the Lot 1 expert to identify the unique needs of the Moroccan ITO sector's SMEs and offer additional coaching tailored to these requirements.
- Leverage their insider knowledge of the Moroccan ITO sector, providing valuable insights into the stakeholders' interests, capabilities, and constraints.
- Act as CBI's local representative in the Moroccan ITO sector when requested by the CBI Programme Manager, serving as the link between local SMEs and CBI staff and experts.
- Provide ongoing, localized coaching to SMEs in the intervals between the Lot 1 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 Morocco.
- Support online coaching and training sessions led by the Lot 1 expert or other experts contracted outside of this tender.
- Maintain regular communication with sector stakeholders to encourage and monitor their engagement in the project's initiatives.
- Assist with logistical details for meetings and training sessions, including agenda setting, venue selection, catering, equipment, and sending out invitations.
- Moderate stakeholder meetings as needed to facilitate effective dialogue and collaboration.

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

Lot 3. Expert for institutional development with systems change focus

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

- Conduct needs assessments: Work closely with sector stakeholders to assess their specific needs and challenges in the areas of youth inclusion and systemic change.
- Essential research: Conduct research that identifies bottlenecks and opportunities 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 to help build consensus around systemic changes needed for improved youth inclusion.
- 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, making adjustments as necessary.

The expert is expected to maximize the use of online platforms for meetings, coaching, and other project activities. Nevertheless, one to four on-site visits per year are anticipated, to establish strong relationships with local stakeholders. The planning may adjust based on project needs, participant requirements, and constraints on international travel. The expert for local project coordination and systems change development (lot 4) will play an important role by supporting the expert for business export coaching. Decisions on allocation of activities will be taken by the CBI Programme Manager and supported by arguments taking into account the abovementioned factors as well as budget considerations.

Lot 4. Expert for local project coordination and systems change development

The expert for Lot 4 will work closely with the expert from Lot 3 to accelerate systems change, particularly through research, event organization, and coaching. In addition to the strategic elements, this expert will manage the logistical, networking, and daily operational aspects of activities that are related to institutional and systems change as well as Market Systems Development.

Specific responsibilities:

- Collaborate with the Lot 3 expert to undertake essential research aimed at identifying the bottlenecks and opportunities for systems change in the sector.
- Leverage expertise in Market Systems Development to support project stakeholders in creating self-sustaining solutions.
- 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.
- Act as the local point of contact for CBI when needed, especially for activities and interactions related to systems change and Market Systems Development.
- Offer both online and on-site coaching to various stakeholders between the Lot 3 expert's missions, ensuring that momentum for systems change is maintained.
- Coordinate with local networks and stakeholders to manage logistics for site visits, meetings, and events, including venue selection, transportation, and equipment.
- Assist in facilitating online discussions, meetings, and coaching sessions, either led by the Lot 3 expert or other contracted experts.
- Keep consistent communication with sector stakeholders to gauge and maintain their involvement in the project.
- Handle logistical requirements for meetings and training events, such as setting agendas, selecting venues, catering arrangements, equipment provision, and extending invitations.
- When required, moderate stakeholder meetings to encourage effective discussions and build consensus for systems change.

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

For all lots:

The planning of activities across all lots may vary based on project needs, stakeholder requirements, and external factors like the Covid-19 pandemic. 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.

2.6 Role of the expert within the project team

The expert carries out his/her work under the direct supervision of the respective CBI Programme Manager in The Hague. The Programme Manager is responsible for the project's overall management, monitoring, budget, and outcomes.

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 coordination is expected between the experts of lot 1 and lot 2, as well as between the experts of lot 3 and lot 4.

2.7 Lots

The invitation to tender has been divided into four 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 may submit proposals for more than one lot and can win more lots (if the labour capacity is available) and therefore can be awarded more Contracts from this tender.

Lot	Number of Contracts (Framework Agreements)
1. Expert for business export coaching in Morocco's ITO sector targeting the EU market	1
2. Expert for local project coordination and business export coaching	1
3. Expert for institutional development with systems change focus	1
4. Expert for local project coordination and systems change development	1

2.8 Contract Period

The Tendering authority intends to conclude a Contract (Framework Agreement) for every separate lot for the duration of one year with two possible extensions of two years. This is to include an official evaluation moment between the possible extensions of the contract. The duration of the total Contract period is estimated for five years because this is the duration of the CBI project. It is important for the participating companies and organizations that the experts remain the same throughout the entire duration of the program.

2.9 Scope of the assignment

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

Lot	Maximum Contract value in EUR
1. Expert for business export coaching in Morocco's ITO sector targeting the EU market	Maximum value inception phase: € 67.000 Maximum total contract value: € 463.000 (total value for 5 years)
2. Expert for local project coordination and business export coaching	Inception phase: € 25.000 Maximum total contract value: € 262.000 (total value for 5 years)
3. Expert for institutional development with systems change focus	Inception phase: € 162.000 Maximum total contract value: € 616.000 (total value for 5 years)
4. Expert for local project coordination and systems change development	Inception phase: € 77.000 Maximum total contract value: € 327.000 (total value for 5 years)

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

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

3 Requirements to this assignment

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

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

3.1 General requirements

For all lots:

1. **Single Point of Contact:** Multiple contact persons are not allowed. One contact point is needed for the stakeholders and for the contact with CBI. If a collaboration is needed to fulfil the suitability requirements, then such collaboration is possible, provided that: (1) one single expert in person will remain the contact point for all the stakeholders, and (2) the proposed team consists of a maximum of three persons. The preference, however, is for the assignment to be executed by one single expert per lot.
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 listed in Section 3.1.
 - The specific requirements for the applicable lot 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.

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:** All experts applying for this tender must act fully independently and without any conflict of interest as a representative of CBI in the IT outsourcing sector in Morocco. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in Morocco or importing companies that trade in services covered by this tender from developing countries covered by this tender.
4. **Coaching Schedule:** The coaching is done continuously throughout the year/week and not arranged via fixed days per week or per month.
5. **Language Requirements:** The official working language for interactions with companies and sector stakeholders across all four 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 English and French in their CVs. A proficiency level of at least C1 as per the Common European Framework of Reference for Languages (CEFR) (or comparable) is required. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C1 CERF. Native speakers will be considered as comparable.

For lot 1 and 3:

6. **French Language Proficiency:** The designated expert serving as the single point of contact for the assignment must have, at minimum, verifiable communication skills in both spoken and written French at the B2 level as per the CEFR (or comparable). Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to B2 CERF. Native speakers will be considered as comparable. This expert is responsible for conducting coaching sessions and meetings in French and should be capable of participating in French-language sessions, discussions, and trainings. While the expert is not required to deliver training or lead high-level strategic sector meetings in French, if unable to do so, the Tenderer must engage a translator at an additional cost to be included

in the daily rate. The CV of the relevant expert should clearly indicate their level of French language proficiency and specify if a translator will be engaged for certain tasks.

For lot 2 and 4:

7. **French Language Proficiency:** The expert designated as the single point of contact must possess C2 level proficiency as per the CEFR (or comparable) in both spoken and written French that is verifiable. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C2 CERF. Native speakers will be considered as comparable. This expert should be capable of conducting all professional interactions, including high-level meetings, coaching, and training, in French without requiring a translator. The CV must clearly substantiate the expert's level of French language proficiency.

3.2 Requirements relating to knowledge and to professional experience for lot 1: expert for business export coaching in Morocco's ITO sector targeting the EU market

1. At least five (5) years of experience in/with the EU ITO market in a commercial, technical or consultancy role during the last ten (10) years.
2. Experience with B2B and/or B2C marketing and promotion of ITO services in the EU market for at least three (3) years during the last ten (10) years.
3. Experience in working with strategies focused on recruitment, development, and retention of young professionals at company level.
4. At least one (1) year of experience within the last five (5) years in coaching IT outsourcing companies in developing countries on their business and export management processes.
5. Proven knowledge of the latest trends and developments, distribution channels, and market players in the EU ITO markets with a focus on demand of EU-based SMEs.
6. Up to date and active network of EU buyers and agents in EU ITO buying markets.
7. Experience with moderating, facilitating and conducting trainings and workshops regarding export development (at least five (5) trainings/workshops during the last five (5) years).
8. Experience in coaching by using distant guidance techniques like e-mail and online tools (for example Skype, GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching. At least one (1) year of experience.

3.3 Requirements relating to knowledge and to professional experience for lot 2: expert for local project coordination and business export coaching

1. At least three (3) years of working experience in the Moroccan ITO sector in a commercial, technical, or consultancy role during the last seven (7) years.
2. Active network in the Moroccan ITO outsourcing sector, beneficial for project implementation.
3. Proven experience in managing multi-stakeholder projects/programmes.
4. Proven experience in working in the local context of the Moroccan ITO sector, with excellent ability to arrange and facilitate business-related issues.
5. Experience in moderating, facilitating, and conducting trainings and workshops. At least five (5) trainings/workshops during the last five (5) years.
6. At least one (1) year of experience in online coaching, including the use of digital tools for both individual and group sessions.
7. Proven experience in logistic arrangements for donor organizations in Morocco.
8. At least one (1) year of proven experience in stakeholder communication or community engagement.
9. Proven experience in collaborating effectively with remote or cross-disciplinary teams.

3.4. Requirements relating to knowledge and to professional experience for lot 3: expert for institutional development with systems change focus

1. Extensive proven knowledge of the Market Systems Development (MSD) approach, its principles, its application in various sectors and contexts, best practices, lessons learnt, its applicability and limitations in various environments, substantiated with examples of past projects where this was applied beneficially. Or recent relevant training certificates of recognized international training institutes regarding the MSD approach (ILO, Springfield Center, MESO partners, DevLearn or similar).

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 opportunities and bottlenecks for systems change.
4. At least one (1) year of experience working on youth inclusion projects or initiatives in a North African context.
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. 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. At least one (1) year of experience.

3.5 Requirements relating to knowledge and to professional experience for lot 4: expert for local project coordination and systems change development

1. Demonstrable expertise in Market Systems Development, with examples of past projects where this was applied beneficially. Or recent relevant training certificates of recognized international training institutes regarding the MSD approach (ILO, Springfield Center, MESO partners, DevLearn or similar).
2. Proven experience in facilitating multi-stakeholder initiatives, especially those related to systems or institutional change.
3. At least three (3) years of experience in research, consultancy, needs assessments, or similar activities focused on systems change during the last seven (7) years.
4. At least two (2) years of experience in event organization and community engagement, particularly in the Moroccan ITO sector, during the last five (5) years.
5. At least one (1) year of experience in online and on-site coaching, including the use of digital tools for both individual and group sessions.
6. Proven experience in logistical arrangements for projects in Morocco, including but not limited to site visits and meeting coordination.
7. An active network in the Moroccan ITO sector that can be leveraged for systems change initiatives.
8. Proven experience in maintaining consistent and effective communication with multiple stakeholders to drive project goals.
9. At least one (1) year of proven experience in moderating stakeholder meetings to build consensus around complex issues.
10. Experience in collaborating effectively with remote or cross-disciplinary teams.

3.6 Requirements relating to the prices/rates

1. The Tenderer will provide the rate in EURO applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
2. The rates must be in euros and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, costs related to visa applications (except costs payable to a foreign Embassy for visa application), and local travel and local accommodation expenses. "Local" is in this case the city where the expert is based. They do not include VAT.
3. **In case your company is not located in Morocco**, you may, when carrying out assignments in Morocco, 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 Morocco** 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 and lot 3 is € 750.- excl. VAT.**
6. **The maximum daily rate for lot 2 and lot 4 is € 425.- excl. VAT.**

7. The Tenderer will not submit any zero or negative prices/rates, including for parts of the agreement.
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 rate.

3.7 Tax-related requirements (for all lots)

1. The Tenderer indemnifies the Tendering authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
2. The Tenderer will quote the prices according to the following structure:
 - the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
3. If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Tendering authority within fifteen calendar days of the request to do so.
4. You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Tendering authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Tendering authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Tendering authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
5. You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
6. You indemnify the Tendering authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
7. Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is **established in the Netherlands** and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
8. If you submit a statement from the tax inspector within 30 days of the award of the Contract that specifies that a **different** VAT rate applies, then the Contract price will be increased to include the applicable VAT rate. You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting authority.
9. It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

3.8 Invoicing requirements (for all lots)

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

For companies established in the Netherlands only

E-invoicing

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

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

For companies not established in the Netherlands

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

3.9 Travel Policy (for all lots)

The following travel policy must be adhered to:

1. International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice.
2. All flight tickets will be economy class.
3. See also: 3.6 Requirements relating to the prices/rates.

3.10 Covid-19 and changes

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

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

CBI is concerned about the safety of its staff and of its contracted experts. This means that the CBI will not allow its staff and experts to travel on behalf of CBI to regions earmarked as orange (or red) due to Covid-19 by the Netherlands' governmental travel advice. In case the travel advice changes from yellow to orange when the expert is on mission, he or she will be asked to return as soon as possible. CBI aims to reduce its environmental footprint. Therefore it will aim to minimize air travel of staff and experts as much as possible. Guidance should be done as much as possible through digital means. Travel should only be done if this is necessary to safeguard the quality of CBI service provision. In case it is decided travel is necessary to provide the quality of service that CBI aims to and safety conditions make it impossible to travel, a second option of digital assistance should be explored or the mission should be postponed. The final decision on this will be made by the CBI programme manager. The Contractor, including his/her personnel is expected to adhere to the basic rules that apply in the Netherlands or in the country(/ies) concerned (such as use of facemasks, the required distance between people, etcetera) in the execution of the assignment.

4 Requirements concerning the Tenderer

4.1 Introduction

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

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

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

Where a legally valid signature is required, the Contracting authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of art. 3:15a of the Civil Code. Please see 7.3.15 of this Tender document.

4.2 Exclusion Grounds

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

- all Exclusion Grounds specified in Part 2;
- the Exclusion Grounds in Part 3 of the 'European Single Procurement Document' that have been selected by the Tendering authority by means of the tick boxes.

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

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

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

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

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

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

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

4.3 Suitability Requirements

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

By signing Part IV of the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies

with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

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

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

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

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

4.3.2 Reference data (technical qualifications)

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

Core Competences Lot 1

1. Advising companies in the ITO sector regarding business strategy and export management.
2. Building active linkages between buyers in Europe and ITO providers outside of Europe.

Core Competences Lot 2

1. Working with or within (an) ITO company(ies) in Morocco on business strategy and export management.
2. Organizing logistics for projects or events in Morocco.

Core Competence Lot 3

1. Facilitating systemic change within a sector through targeted coaching, research and consensus-building.
2. Advising public and private service providers on implementing economically sustainable service delivery models aligned with Market Systems Development principles.

Core Competences Lot 4

1. Engaging public and private stakeholders in a sector to implement sustainable and systemic improvements.
2. Organizing logistics for projects or events in Morocco.

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

- The reference assignment must have been completed within the three years prior to the closing date for the submission of tenders.
- The assignment must have been executed for either an international or local development organization, an ITO company in Morocco, or a European ITO importer.
- If the Tenderer submits an ongoing assignment as a reference, only the completed portions of that assignment will be considered; projected results are not eligible for evaluation.
- The subject of the reference assignment must be comparable to the core competence in question.

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

Evidence (do submit with the Tender):

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

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

4.3.3 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

The assessment consists of 3 steps.

- a. A maximum of **90 points per lot** 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 5.2.6 for **lot 2**, 5.2.7 up to and including 5.2.8 for **lot 3**, and 5.2.9 up to and including 5.2.10 for **lot 4**. The Tenderer must score per lot a minimum of 60 out of the 90 points that can be obtained on these award criteria. **If the award criteria are valued with a lower score than 60 points out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.**
- b. Assessment of the prices/rates with a maximum of **10 points**. **Lot 1 and lot 3: if the daily rate is higher than €750,- excl. VAT the Tender is set aside and excluded from further participation in the tendering process. Lot 2 and lot 4: if the daily rate is higher than €425,- excl. VAT the Tender is set aside and excluded from further participation in the tendering process.**
- c. The maximum total points that can be obtained is **100 points**.

5.2 Quality preferences

In providing your response:

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 outlined in Chapter 3 of this Tender. 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 (award criteria) as stated in Chapter 5.
4. Describe the answers in your Tender for the award criteria in this Chapter in order of the given award criteria.

Lot 1: Expert for business export coaching in Morocco's ITO sector targeting the EU market

5.2.1 Preferences relating to expertise and approach in business expert coaching for Moroccan ITO companies

Max. points available	Assessment aspects:
30	Draft an action plan describing how you (and your entire tendering team, including subcontractors, consortia, and other employees) would advise ITO SMEs in Morocco on improvements in their business processes with a view to enabling successful exports to the EU. Your answer should address the following three criteria: 1. Provide a step-by-step approach outlining how you would coach a Moroccan ITO SME to develop and implement an action plan focused on enabling successful exports of their services to the EU. 2. Identify the two main obstacles you anticipate an average Moroccan ITO SME would encounter when attempting to successfully export to the EU. Explain how you would support the SME in overcoming each obstacle. 3. Illustrate your answer with a relevant example from your past experience, demonstrating successful implementation of similar strategies. Scoring Guidelines: You can receive a maximum of 10 points per sub-criterion. The assessment will be as follows: 1. For Criterion 1: The assessment team will evaluate the completeness, clarity, feasibility, and relevance of your proposed approach. Responses should be well-articulated, offer practical and feasible implementation methods, and directly address the specific needs and context of Moroccan ITO SMEs seeking to export to the EU. 2. For Criterion 2: A maximum of five points can be awarded per identified obstacle, for a total of 10 points across two obstacles. The assessment team will evaluate: - The realism of the identified obstacles and whether they can reasonably be considered among the two main obstacles for a Moroccan ITO SME seeking to export to the EU. (Up to 2 points per obstacle) - The thoroughness of the obstacle description. (Up to 1 point per obstacle). - The appropriateness of the proposed measures to support the SME. (Up to 1 point per obstacle). - The completeness, specificity, clarity, and relevance of the response per obstacle.(Up to 1 point per obstacle). 3. For Criterion 3: The assessment team will evaluate the relevance of the provided example to the current context. Word Limit: Your response should not exceed 900 words. Note: <u>If your answer exceeds this limit, the extra words will not be considered in the assessment.</u>

5.2.2 Preferences relating to networking in the European ITO sector

Max. points available	Assessment aspects:
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30	Describe how you will support Moroccan ITO SMEs in establishing a foothold in the EU market by leveraging your network (as well as those of subcontractors, consortia members, or other team members you are tendering with if applicable). Your answer should address the following three criteria: 1. Provide a clear description of your specific networks in the various European sourcing markets for ITO, identifying where you see the main opportunities for Moroccan ITO SME exporters. 2. Describe your approach to successful matchmaking, using your network. 3. Illustrate your answer with a relevant example from your past experience, demonstrating successful implementation of similar strategies. Scoring Guidelines: You can receive a maximum of 10 points per sub-criterion. The assessment will be as follows: 1. For Criterion 1: The assessment team will consider the depth and relevance of the networks mentioned, and how well they align with the opportunities for Moroccan ITO SMEs in the European market. 2. For Criterion 2: Points will be awarded based on the clarity, feasibility, and specificity of your matchmaking approach. The team will assess how your approach directly relates to successful introductions and transactions within the European ITO sourcing markets. 3. For Criterion 3: The team will evaluate the relevance, applicability, and impact of the example provided, looking specifically at whether similar strategies could realistically be applied to Moroccan ITO SMEs. Word Limit: Your response should not exceed 700 words. Note: <u>If your answer exceeds this limit, the extra words will not be considered in the assessment.</u>
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5.2.3 Preferences relating to a possible approach to enhance youth inclusion at Moroccan ITO SMEs

Max. points available	Assessment aspect
30	Draft a concise action plan detailing how you (and your entire tendering team, including subcontractors, consortia, and other employees) will support and coach Moroccan ITO SMEs in formulating effective strategies for youth inclusion. Your answer should address the following two criteria: 1. Describe a step-by-step approach for guiding Moroccan ITO SMEs in developing a comprehensive strategy that promotes the effective inclusion of young IT professionals, focusing on the aspects of recruitment, professional development and retention. 2. Explain how your proposed action plan takes into account the specific challenges and opportunities of operating in the Moroccan economic and cultural landscape. Scoring Guidelines: You can receive a maximum of 15 points for each criterion. The assessment will be based on:

	1. For Criterion 1: The assessment team will evaluate the feasibility, clarity, and completeness of the action plan. Points will be awarded for practical, actionable strategies that cover all three facets—recruitment, development, and retention. 2. For Criterion 2: The assessment team will assess how well the proposed plan has been adapted to fit the Moroccan context. Points will be awarded for realistic, culturally-sensitive approaches that account for economic constraints and opportunities in Morocco. Word Limit: Your response should not exceed 700 words. <u>Any words exceeding this limit will not be taken into account for the assessment.</u>
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Lot 2: Expert for local project coordination and business export coaching

5.2.4 Preferences relating to expertise regarding Morocco's ITO sector

Max. points available	Assessment aspects:
30	Draft a brief detailing how you (and your entire tendering team, including subcontractors, consortia, and other employees) would utilize your expertise regarding Morocco's ITO sector to supplement and enhance the efforts of the Lot 1 business export expert in coaching Moroccan ITO SMEs. Your answer should address the following two criteria: 1. Explain how your expertise regarding Morocco's ITO sector would support the Lot 1 expert's coaching in guiding Moroccan ITO SMEs toward successful exports to the EU. 2. Identify the three main obstacles you anticipate an average Moroccan ITO SME would encounter when attempting to successfully export to the EU. Explain how you would support the SME in overcoming each obstacle. Scoring Guidelines: You can receive a maximum of 15 points per sub-criterion. The assessment will be as follows: 1. For Criterion 1: The assessment team will evaluate the relevance and depth of your expertise in Morocco's ITO sector, the feasibility and clarity of your proposed support for the Lot 1 expert, and how well you understand the specific needs of Moroccan ITO SMEs and the European market they are targeting. 2. For Criterion 2: A maximum of five points can be awarded per identified obstacle, for a total of 15 points across three obstacles. The assessment team will evaluate: - The realism of the identified obstacles and whether they can reasonably be considered among the three main obstacles for a Moroccan ITO SME seeking to export to the EU. (Up to 2 points per obstacle) - The thoroughness of the obstacle description. (Up to 1 point per obstacle). - The appropriateness of the proposed measures to support the SME. (Up to 1 point per obstacle). - The completeness, specificity, clarity, and relevance of the response per obstacle. (Up to 1 point per obstacle). Word Limit:

	Your response should not exceed 700 words. Note: <u>If your answer exceeds this limit, the extra words will not be considered in the assessment.</u>
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5.2.5 Preferences relating to networking within the Moroccan ITO sector

Max. points available	Assessment aspects:
30	Describe how you will leverage your local network (as well as those of subcontractors, consortia members, or other team members you are tendering with if applicable) to assist Moroccan ITO SMEs and achieve the project objectives. Your answer should address the following three criteria: 1. Identify the main players in Morocco's ITO sector, explain their interactions, and describe how this knowledge will benefit the project. 2. Explain your approach for stakeholder engagement, outlining how you will navigate the local (power) dynamics. 3. Support your response with a concrete example from your past work that showcases your proficiency in building or leveraging networks within the ITO sector in Morocco. Scoring Guidelines: You can receive a maximum of 10 points per sub-criterion. The assessment will be as follows: 1. For Criterion 1: The assessment team will evaluate: - The depth and accuracy in identifying the main players within Morocco's ITO sector. (Up to 4 points) - The clarity and thoroughness in explaining the interactions between these main players. (Up to 3 points) - The clarity and relevance of how this knowledge will benefit the project. (Up to 3 points) 2. For Criterion 2: Points will be awarded based on the clarity, feasibility, and specificity of your matchmaking approach. The team will assess how your approach directly relates to successful introductions and transactions within the European ITO sourcing markets. 3. For Criterion 3: The assessment team will evaluate: - The clarity and feasibility of your approach for stakeholder engagement. (Up to 5 points) - The clarity and feasibility of your approach to navigating local (power) dynamics in the ITO sector. (Up to 5 points) Word Limit: Your response should not exceed 700 words. Note: <u>If your answer exceeds this limit, the extra words will not be considered in the assessment.</u>

5.2.6 Preferences relating to an approach for youth inclusion in Moroccan ITO SMEs

Max. points available	Assessment aspect
30	Draft a concise action plan detailing how you (and your entire tendering team, including subcontractors, consortia, and other employees) would advise and support Moroccan ITO SMEs in formulating effective strategies for youth inclusion, from a supporting role to the expert of Lot 1.

	Your answer should address the following two criteria: 1. Describe a step-by-step approach for guiding Moroccan ITO SMEs in developing a comprehensive strategy that promotes the effective inclusion of young IT professionals, focusing on the aspects of recruitment, professional development and retention. 2. Explain how your proposed action plan takes into account the specific challenges and opportunities of operating in the Moroccan economic and cultural landscape. Scoring Guidelines: You can receive a maximum of 15 points for each criterion. The assessment will be based on: 1. For Criterion 1: The assessment team will evaluate the feasibility, clarity, and completeness of the action plan. Points will be awarded for practical, actionable strategies that cover all three facets—recruitment, development, and retention. 2. For Criterion 2: The assessment team will assess how well the proposed plan has been adapted to fit the Moroccan context. Points will be awarded for realistic, culturally-sensitive approaches that account for economic constraints and opportunities in Morocco. Word Limit: Your response should not exceed 700 words. <u>Any words exceeding this limit will not be taken into account for the assessment.</u>
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Lot 3: Expert for institutional development with systems change focus

5.2.7 Preferences relating to building and leading multi-stakeholder initiatives for youth inclusion in Morocco's ITO sector

Max. points available	Assessment aspects:
45	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 Morocco's ITO sector to work toward greater youth inclusion. 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 youth inclusion in Morocco's ITO sector. 2. Explain how you would align these coalition efforts with Market Systems Development (MSD) principles. 3. Provide a concrete example from your past experience in institutional development or coalition-building that illustrates your approach. Scoring Guidelines: You can receive a maximum of 15 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 team will evaluate the relevance, applicability, and impact of the example provided. Word Limit: Your response should not exceed 900 words. Note: <u>If your answer exceeds this limit, the extra words will not be considered in the assessment.</u>
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5.2.8 Preferences relating to sustainable business service delivery models

Max. points available	Assessment aspects:
45	Describe your approach (and of your entire tendering team, including subcontractors, consortia, and other employees) to coaching service providers in Morocco's ITO sector on developing sustainable business service delivery models aligned with MSD principles. Your answer should address the following three criteria: 1. Outline a step-by-step approach on how you would coach service providers to develop sustainable and scalable business models in alignment with MSD principles. 2. Identify three critical success factors for implementing such business models in the Moroccan ITO sector. 3. Provide a concrete example from your past experience where you successfully guided a service provider to develop a sustainable business model. Scoring Guidelines: You can receive a maximum of 15 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 three critical success factors you identify for the Moroccan ITO sector. Up to 5 points will be awarded per factor. 3. For Criterion 3: The assessment team will evaluate the relevance, applicability, and impact of the example provided. Word Limit: Your response should not exceed 900 words. <u>Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.</u>

Lot 4: Expert for local project coordination and systems change development

5.2.9 Preferences relating to local stakeholder engagement for systems change with a focus on youth inclusion in Morocco's ITO sector

Max. 45 points available	Assessment aspects:
45	Draft an action plan outlining how you (and your entire tendering team, including subcontractors, consortia, and other employees) would facilitate systems change aimed at youth inclusion in Morocco's ITO sector. Your answer should address the following three criteria: 1. Outline a step-by-step approach to facilitating systems change focused on youth inclusion in Morocco's ITO sector. 2. Describe how you would maintain momentum for systems change between visits by the lot 3 institutional development expert. 3. Provide a concrete example from your past experience in which you successfully engaged stakeholders to facilitate systems change. The example must be from a project that took place in Morocco.

	Scoring Guidelines: You can receive a maximum of 15 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 approach to stakeholder engagement, and its relevance to the context of Morocco's ITO sector. 2. For Criterion 2: Points will be awarded based on the practicality and effectiveness of your strategies to maintain momentum. 3. For Criterion 3: The assessment team will evaluate the relevance, applicability, and impact of the example provided. Word Limit: Your response should not exceed 700 words. <u>Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.</u>
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5.2.10 Preferences relating to supporting sustainable business service models

Max. 45 points available	Assessment aspects:
45	Describe what your approach (and of your entire tendering team, including subcontractors, consortia, and other employees) will be to supporting service providers in Morocco's ITO sector to ensure the sustainability and scalability of their business service delivery models, in line with MSD principles. Your answer should address the following three criteria: 1. Outline your role and activities in supporting service providers to develop sustainable and scalable business models in alignment with MSD principles. 2. Identify three critical success factors for implementing such business models in the Moroccan ITO sector. 3. Provide a concrete example from your past experience where you played a supportive role in helping a service provider to develop a sustainable business model. Scoring Guidelines: You can receive a maximum of 15 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 role and activities in supporting service providers, 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 three critical success factors you identify for the Moroccan ITO sector. Up to 5 points will be awarded per factor. 3. For Criterion 3: The assessment team will evaluate the relevance, applicability, and impact of the example provided. Word Limit: Your response should not exceed 900 words. <u>Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.</u>

5.3.1 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	<u>Exclusion from the tender process</u>

5.3.2 Assessment of preferences in relation to prices/rates

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

Lot 1 and Lot 3:

Price	Awarded Points
> € 750	<u>Exclusion from the tender process</u>
€ 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 and 4:

Price	Awarded Points
> € 425	<u>Exclusion from the tender process</u>
€ 416 up to and including € 425	0
€ 406 up to and including € 415	1
€ 396 up to and including € 405	2
€ 386 up to and including € 395	3
€ 376 up to and including € 385	4
€ 366 up to and including € 375	5
€ 356 up to and including € 365	6
€ 346 up to and including € 355	7
€ 336 up to and including € 345	8
€ 326 up to and including € 335	9
€ 325 and <€325	10

The maximum daily rate for lot 1 and 3 is €750, - excl. VAT. The maximum daily rate for lot 2 and 4 is €425, - excl. VAT. **Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.**

6 Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

1. Your written responses on the qualitative award criteria are assessed.
A maximum of 90 points can be obtained for your responses to these award criteria. Tenderers who do not meet the minimum number of points of 60 on these criteria **are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.**
2. Assessment of the prices/rates with a maximum of 10 points. If the daily rate is higher than € 750.- excl. VAT for lots 1 and 3, **the Tender is set aside and excluded from further participation in the tendering process. If the daily rate is higher than € 450.- excl. VAT for lot 2 and 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**.

Please provide all the number of examples which are asked in Chapter 5. In case not all examples are provided, fewer points will be awarded.

6.4 Determination of definitive total score

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

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

Lot 1: 5.2.1. Preferences relating to expertise and approach in business expert coaching for Moroccan ITO companies

Lot 2: 5.2.4 Preferences relating to expertise regarding Morocco's ITO sector

Lot 3: 5.2.7 Preferences relating to building and leading multi-stakeholder initiatives for youth inclusion in Morocco's ITO sector

Lot 4: 5.2.9 Preferences relating to local stakeholder engagement for systems change with a focus on youth inclusion in Morocco's ITO sector

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

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering authority's request to provide the evidence, the Tenderer has 20 (twenty) calendar days to hand over the required evidence. If the Tendering authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering authority will inform every Tenderer of this situation. The Tendering authority will then determine the next Most Economically Advantageous Tender and subsequently the award process will be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Time Frame

See time frame in Subsection 1.4.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.

If the communication cannot be conducted via TenderNed, you can contact the following contact persons maurice.janson@rvo.nl.

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

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

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering authority

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

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

Answers from the Tendering authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

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

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our

suppliers. You can read more about it in this concise guide.
[Suppliers guide Information Security and Privacy EZK](#)

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

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

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from Tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Suitability Requirements	References	Fill in and add to TenderNed
Annex 6	Reference assignments (paragraph 4.3 Reference data)	Fill in, and have the references signed by the referee and add to TenderNed
Award criteria	Tender, including a general response to the Tendering authority's award criteria.	Add to TenderNed
Annex 2	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
CV	CV	Add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 Single Tender

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

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

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

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

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The

Hague. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering authority.

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

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

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

Interests in relation to the judgement

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

7.4 Further Agreements within the Contract

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

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

Annexes

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

- Annex 1: European Single Procurement Document
- Annex 2: Prices/Rates
- Annex 3: Draft Framework agreement
- Annex 4: ARVODI 2018 Government terms and conditions
- Annex 5: Complaints Procedure
- Annex 6: References
- Annex 7: Data Processing Agreement