



Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of experts for the execution of the youth in horticulture project of CBI in Senegal.

Publication date:	14 June 2024
Status:	Final
Reference:	202403074

Contents

Definition of terms	5
1. Introduction	7
1.1 Tendering authority and IUC-EZK.....	7
1.2 CBI introduction.....	7
1.3 Reason for this invitation to tender.....	8
1.4 Time schedule	9
2. Description of the assignment.....	11
2.1 Description and objective of the assignment.....	11
2.2 Target group and beneficiaries.....	13
2.3 Target market	13
2.4 A systems approach for sector transitions	13
2.5 Role of the experts.....	14
2.6 Role of the expert within the project team.....	15
2.7 Lots.....	16
2.8 Contract Period.....	16
2.9 Scope of the assignment.....	17
3. Requirements to this assignment	18
3.1 General requirements (for all lots)	18
5. Language requirements	18
3.2 Requirements relating to knowledge and to professional experience for lot 1: expert for institutional development with systems change focus.....	19
3.3 Requirements relating to knowledge and to professional experience for lot 2: horticulture sector expert for business development and supply chain management coaching	19
3.4 Requirements relating to knowledge and to professional experience for lot 3: expert for youth entrepreneurship development	20
3.5 Requirements relating to the prices/rates.....	20
3.6 Tax-related requirements for all lots.....	20
3.7 Invoicing requirements (for all lots).....	21
3.8 Travel policy (for all lots)	21
3.9 Changes (for all lots).....	22
4. Requirements concerning the Tenderer	23
Introduction.....	23
4.1 Exclusion Grounds.....	23
4.2 Suitability Requirements	23
4.2.1 <i>Financial and economic standing</i>	24
4.2.2 <i>Reference data (technical qualifications)</i>	24
4.3 Professional/trade register extract.....	25
5. Award criteria and assessment.....	26
5.1 Introduction	26
5.2 Quality criteria.....	26

5.2.1	Preferences related to expertise in institutional capacity building	26
5.2.2	Preferences related to facilitating systemic change	27
5.2.3	Preferences related to expertise and approach in business export coaching for Senegalese horticulture exporters.....	27
5.2.4	Preferences related to EU horticulture market network	28
5.2.5	Preferences related to expertise and approach in supply chain management coaching of Senegalese horticulture exporters.....	28
5.2.6	Preferences related to expertise and approach in youth entrepreneurship development	29
5.2.7	Preferences related to sustainable business service delivery models	30
5.3	Assessment method for qualitative award criteria.....	30
5.4	Assessment of preferences in relation to prices/rates	31
6.	Assessment of the Tender	32
6.1	Assessment of the Tender's completeness and legal validity	32
6.2	Assessment of requirements relating to the assignment.....	32
6.3	Assessment of award criteria relating to the assignment	32
6.4	Determination of definitive total score	32
6.5	Assessment of evidence	33
7.	Submission procedure for Tenders.....	34
7.1	Statement of agreement	34
7.2	Schedule.....	34
7.3	General procedure	34
7.3.1	<i>Communication</i>	34
7.3.2	<i>eHerkenning</i>	34
7.3.3	<i>Questions and additional information/changes</i>	35
7.3.4	<i>Validity period and submission of Tender</i>	35
7.3.5	<i>Variants on Tender</i>	35
7.3.6	<i>Costs of submitting a Tender</i>	35
7.3.7	<i>Termination of tendering process</i>	35
7.3.8	<i>Order of precedence of documents</i>	35
7.3.9	<i>Information about the Tenderer's obligations</i>	36
7.3.10	<i>Guide Information security and Privacy for suppliers</i>	36
7.3.11	<i>Inconsistencies and objections</i>	36
7.3.12	<i>Complaints procedure</i>	36
7.3.13	<i>Dispute resolution</i>	36
7.3.14	<i>Submission of the Tender</i>	36
7.3.15	<i>Structure and content of the Tender</i>	37
7.3.16	<i>Legally binding signature</i>	37
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i>	38
7.3.18	<i>Single Tender</i>	39
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	39

7.3.20	<i>Communication and language</i>	39
7.3.21	<i>General terms and conditions</i>	39
7.3.22	<i>Contract conditions</i>	39
7.3.23	<i>Explanation and verification of the Tender</i>	40
7.3.24	<i>Request for supplementary information concerning the Tender</i>	40
7.3.25	<i>Announcement of the award of the Contract</i>	40
7.4	<i>Further Agreements within the Contract</i>	40
7.4.1	<i>Further agreements within the Contract</i>	40
Annexes		41

Definition of terms

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.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via Further Agreements will be recorded within a specific period.
Further Agreement	The Contract between the Contracting Authority and the Contractor in accordance with the Request for Quotation of which the Contracting Authority may award the Contractor contracts for the performance of Services during the term of this Framework Agreement

Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.
Services	The services the Contractor provides for each lot as described in this Tender Document.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.

Specific terminology and abbreviations

CERF	Common European Framework of Reference for languages
IPD	Import Promotion Desk
EU	European Union
PM	CBI Programme Manager
SMEs	Small and Medium-sized Enterprises

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the youth in horticulture project of CBI project in Senegal. Three different types of experts are sought:

1. Expert for institutional development with systems change focus;
2. Horticulture sector expert for business development and supply chain management coaching;
3. Expert for youth entrepreneurship development.

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

1.1 Tendering authority and IUC-EZK

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

1.2 CBI introduction

The Centre for the Promotion of Imports from developing countries (CBI) is part of the Ministry of Economic Affairs and Climate Policy of the Netherlands. We support the transition towards inclusive and sustainable economies. We focus on transitions in sectors in developing countries, working towards becoming more inclusive and sustainable.

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

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

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

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

Our unique expertise lies in using export as the means – in other words the *main incentive* – to overcome the sustainability challenge and to incentivise the transition of a) the SMEs we work with, b) the markets we operate in and eventually c) the entire sectors of our target countries towards becoming more *inclusive* and *sustainable*. Besides the specific sustainability challenge, all projects should at least be gender aware, not-climate blind, inclusive for youth and sustain or create decent jobs.

There are different intervention areas possible within each project that aim to contribute to overcoming the sustainability challenge. Each depends on assumptions, addresses initial underlying

causes and aims to create long-term and intermediate outcomes. At a high level, these intervention areas are as follows:

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

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

This tender pertains to the implementation of the CBI project focused on the inclusion of youth in the horticulture sector in Senegal. Details regarding this assignment can be found in chapter 2 and subsequent chapters. A checklist and additional information on how to apply for this tender are available in chapter 7.

1.3 Reason for this invitation to tender

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

There is a thriving SME exporter segment in Senegal's horticultural sector generating decent employment opportunities for youth along the entire value chain, next to the established large-scale producer-exporters.

The project ambition is that:

First-mover SMEs have successfully expanded in export and more decent employment generation for youth. Furthermore, a supportive sector is in place that offers opportunities for young entrepreneurs and runner-up SMEs.

Background information

Senegal's horticulture sector faces challenges affecting youth employment, with informal, seasonal work limiting stable opportunities. Small-scale producers and SME exporters struggle to compete with large-scale farms, resulting in irregular employment. Young entrepreneurs encounter barriers such as lack of recognition, professional support, market knowledge, and financial resources. The underdeveloped service segment also limits opportunities for youth. This project aims to:

- Support SMEs to create more decent jobs.
- Improve accessibility for young horticulture exporters.
- Enhance supporting services for the sector.
- Help youth establish service businesses in horticulture.
- Promote best practices for decent youth employment in the sector.

Expertise sought

To implement its projects, CBI works with experts who provide the necessary training, coaching, research, and coordination. This Tender Document outlines requirements for three distinct types of experts needed for the implementation of this project:

Lot 1: Expert for institutional development with systems change focus. This expert will support sector stakeholders in achieving systemic change aimed at enhancing the quality and accessibility of employment and entrepreneurship for youth in the horticultural sector. The role involves facilitating the establishment of a youth network to enable peer-to-peer learning and increase the visibility of youth. Additionally, the expert will provide coaching

and support as necessary to various players in the enabling environment to ensure they can create a supportive environment for young entrepreneurs and workers. The expert will conduct essential research to understand stakeholder needs and the power dynamics within the sector and tailor intervention strategies accordingly. The primary goal of the expert is to facilitate sustainable systemic change in the sector. From the onset, the expert should define an exit strategy for the project, ensuring that all activities are geared towards achieving sustainable results.

Lot 2: Horticulture sector expert for business development and supply chain management coaching. This expert will play a pivotal role in guiding selected SME exporters in Senegal's horticulture sector towards enhancing their supply chains and implementing more decent work practices, particularly focusing on youth employment. Collaborating closely with the German Import Promotion Desk (IPD), who has a project in the sector supporting SMEs with market entry training and facilitating their participation in EU trade fairs like Fruit Logistica. Our expert's contribution will lie in ensuring that these SMEs meet EU market requirements, particularly regarding food safety and quality of shipments, and develop structured supply chain management systems. Partnering with an organization specialised in cooperative capacity development, such as Agriterre, our expert will work with SMEs to develop strong supply relationships with farmers, creating more sustainable and resilient supply chains. Through this approach, the project aims to create more quality work opportunities for youth in the sector by supporting SMEs to grow their export business and share Best Practices across the wider industry.

Lot 3: Expert for youth entrepreneurship development. This expert will drive youth entrepreneurship development within the sector, focusing on two specific target groups: young exporters and young service providers. Through needs assessments, the expert will deliver customized business development coaching and mentoring to these groups, fostering their growth and sustainability. Best practices in youth entrepreneurship will be identified and shared across the sector. Additionally, the expert will oversee broader project support for private service providers. While prioritizing opportunities for youth, the expert will also assist non-youth service providers in delivering essential services to the sector. This support aims to ensure services align with SME needs and operate on financially viable models.

Note that besides the experts mentioned in Lots 1-3, additional experts with specialized thematic expertise — on subjects such as Corporate Social Responsibility — may be contracted in separate assignments to support the project's implementation. The experts contracted under this Tender will work closely both amongst themselves and with any other 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 schedule

The schedule below applies to this tendering process.

14 June 2024	Issuing of publication, start of tendering period.
2 July 2024, 14:00 CEST	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
15 July 2024	Issuing of Memorandum of Information
13 August 2024, 12.00 CEST (noon)	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
13 August 2024 up to and including 28 August 2024	Assessment of Tenders.

29 August 2024	Announcement of the award of the Contract.
19 September 2024	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
13 September 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
1 October 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 the assignment

2.1 Description and objective of the assignment

Senegal's horticulture sector is facing challenges that affect its growth and sustainability, particularly impacting youth employment. The sector is marked by informal and seasonal work, limiting access to stable and decent job opportunities for young people. While large-scale, vertically integrated farms meet stringent international standards, small-scale producers and SME exporters find it difficult to compete due to their inconsistent ability to meet these demands. This disparity forces these smaller players to adopt irregular and opportunistic sales strategies, leading to unstable and low quality employment opportunities.

Moreover, the opportunities for young entrepreneurs to become exporters are extremely limited. Young exporters face significant barriers, including a lack of recognition from established sector players and international buyers due to their age and inexperience. This situation is compounded by a lack of support to professionalize their businesses, insufficient knowledge of market dynamics, and limited access to necessary financial resources.

Additionally, opportunities for youth to provide services in the horticulture sector are scarce because the service delivery segment remains underdeveloped, coupled with limited professional and financial support to help youth start and sustain businesses.

Consequently, the horticulture sector in Senegal has a limited capacity to provide quality employment and entrepreneurship opportunities for its youth. The project seeks to address this by:

- Supporting SMEs to grow their businesses in a structured, stable and efficient manner and thereby generate more decent employment opportunities along their supply chain;
- Making the horticulture export sector more accessible for young entrepreneurs;
- Supporting the sector so that it is able to sufficiently support current and aspiring SME exporters with enabling services;
- Supporting youth to establish themselves as service providers in the horticulture export sector;
- Ensuring employers in the horticulture export sector are aware of best practices regarding decent work for youth in horticulture.

Project approach

The project will address youth un- and under-employment in Senegal's horticulture sector through five key pathways:

Pathway 1: SME exporters

- Support SME exporters to grow their businesses, creating job opportunities in their companies and supply chains.
- Work with selected SMEs to improve conditions for growth and share Best Practices with the sector.
- Collaborate with IPD and an organization specialised in cooperative capacity development such as Agriterro for market entry and supply chain management.

Pathway 2: Young Exporters

- Increase inclusiveness for young exporters, addressing barriers like reputation and trust issues.
- Facilitate knowledge exchange and joint action through a peer network.
- Test if young exporters prefer working with young suppliers.

Pathway 3: Young service providers

- Create job opportunities for youth as service providers in various trades.
- Help young service providers develop sustainable business models and showcase Best Practices.

Pathway 4: Service provision support

- Support the development of all the necessary services to support SME growth and youth inclusion and entrepreneurship in the sector, working with public and private service providers.
- Conduct research on the prerequisites for scaling the project interventions: what needs to be in place to facilitate other SME exporters and young entrepreneurs to establish themselves and grow, and create quality employment opportunities for youth.

Pathway 5: Quality of employment

- Raise awareness of the benefits of quality employment for youth in horticulture.
- Identify and disseminate Best Practices to improve employment quality and ensure new jobs are filled by youth.

Inception phase

The project will begin with an inception phase. This initial period will consist of in-depth research, assumption testing, and network building. The inception phase of the project serves several objectives, guided by underlying assumptions:

Objective of Inception Phase	Assumptions
SME exporters that are willing and able to participate in the project are identified.	- These willing and able SMEs exist - IPD/CBI manage to interest them to commit to the project.
Youth that is willing and able to enter and strengthen their position as entrepreneur in the export business are identified.	- There is enough youth that is willing and able to enter the export business, and they can be identified by the project.
Youth that is willing and able to enter or strengthen their position in the service provision business are identified.	- There is enough youth that is willing and able to enter the service provision business, and they can be identified by the project.
The power dynamics between industrial producers – government – SMEs on the possible playing field of SMEs in the export sector are clear.	- These dynamics do not lead to regulations that prevent SMEs from exporting.
Youth that is willing and able to work in the horticultural sector as employee and the conditions and incentives are identified.	- Youth is interested and capable to take on a job in the horticultural sector, and will fill the positions created by the participating SMEs.
Opportunities for youth to engage in service provision and possibilities to develop a sustainable business model are identified.	- There is a business case for youth to engage in service provision (market is not too thin).
Barriers for youth to engage in export business are identified.	- Barriers for youth to engage in export business can be overcome within the project timespan and scope of work of CBI.
A strategy for scaling is developed.	- There are runner-up young entrepreneurs that can follow the example of first movers.
A possible partner for future scaling of solutions is identified.	- There are organizations that have the interest, capabilities and resources to drive the scaling process.
The interest of youth in setting up a youth network in the sector and assessing the added value of such a network is identified.	- A youth network will help to facilitate exchange and enhance the visibility and reputation of young exporters.
The working conditions within the selected SME exporters are assessed.	- Improving working conditions at SME exporters will interest more youth to be employed by them.
Export opportunities for Senegalese SMEs at the various EU markets is researched more in-depth.	- There is sufficient market demand for SME exporters to grow their business/exports.
Possible pilot projects in which sector stakeholders can work towards establishing best practices for decent work for youth in the horticulture sector are identified.	- There are frontrunners in the sector that are willing to implement pilots on decent work for youth in the horticulture sector.

Cooperation modes with an organisation specialised in cooperative capacity development, such as Agriterra, on strengthening supply chain management of SMEs have been developed and tested	- The collaboration between CBI and this organisation will facilitate SMEs to improve their supply chain management
The current situation regarding Access to Finance and opportunities to increase this access for SMEs and young entrepreneurs in particular has been assessed.	- There are existing opportunities regarding access to finance, but these are not yet sufficiently accessible for SMEs and youth exporters.

Execution phase

The insights and feedback collected during the inception phase will be used to inform and refine the project's strategies and intervention pathways to better meet the specific needs of the sector and its stakeholders. The execution phase will be shaped on the basis of the information collected and the insights obtained during the inception phase. The inception phase serves to obtain the necessary insights to validate the long-term outcome objectives, and to define the intervention strategies that will best enable the project to achieve those objectives. After the inception phase, an addendum to the project document will be drafted, detailing the strategy to be followed.

2.2 Target group and beneficiaries

The target group for the activities to be carried out by the expert for institutional development with systems change focus (lot 1) of this tender consists of:

- All stakeholders in the horticulture sector in Senegal, particularly actors in the enabling environment

The target group for the activities to be carried out by the horticulture sector expert for business development and supply chain management (lot 2) of this tender consists of:

- Senegalese horticulture-exporting SMEs
- European buyers

The target group for the activities to be carried out by the expert for youth entrepreneurship development (lot 3) of this tender consists of:

- Young (aspiring) horticulture exporters
- Young (aspiring) service providers in the horticulture sector
- Public and private service providers supporting the horticulture sector

2.3 Target market

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

2.4 A systems approach for sector transitions

CBI employs a systems approach to foster transitions towards inclusive and sustainable economies. This approach views a system as a dynamic network of actors, interests, norms, and practices shaping economic outcomes. By understanding the entire market system, we identify and address the root causes of sustainability challenges, integrating this perspective into every project phase for practical implementation.

Our approach balances expert-led and participatory methods. The expert-led approach relies on CBI's project managers and external experts, using business case insights and professional expertise to design interventions. In contrast, the participatory approach puts design ownership in sector stakeholders and market players, fostering collaborative intervention ideas through workshops.

The process begins with demarcating the targeted system part, followed by envisioning a future-proof, well-functioning, sustainable sector. In this case, that vision is: *"There is a thriving SME exporter segment in Senegal's horticultural sector generating decent employment opportunities for youth along the entire value chain, next to the established large-scale producer-exporters."* This

vision guides the development of intervention strategies, continuously validated and refined by CBI project managers, external experts, and local stakeholders.

Through our projects, we seek to address market failures' root causes for lasting, inclusive growth. We focus on systemic changes and sustainable service delivery models development. In this project, we will facilitate rather than directly implement as much as possible, encouraging market actors and institutions to develop solutions and services for sector-specific constraints and opportunities. Our goal is to establish long-term, sustainable services, with an exit strategy envisioned from the start.

2.5 Role of the experts

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

Lot 1. Expert for institutional development with systems change focus

This expert plays a pivotal role in driving systemic transformation within Senegal's horticulture sector, with a specific focus on facilitating more decent youth employment and entrepreneurship. Key responsibilities:

- Establish and support a youth network under a sector association to facilitate peer-to-peer learning and increase the visibility and professional reputation of young exporters.
- Assist sector associations and institutions in building their capacity to support the sector's goals, particularly focusing on enhancing decent youth employment and entrepreneurship.
- Conduct comprehensive research to understand the needs of stakeholders and the power dynamics within the sector, and tailor intervention strategies accordingly. This research will encompass access to finance mapping and power dynamics analysis.
- Develop a robust exit strategy to ensure the sustainability of improvements in youth employment and entrepreneurship beyond the project's conclusion.
- Document and disseminate best practices within the sector to facilitate knowledge sharing and establish industry standards.
- Ensure that the project is aligned with overarching systems change principles and that interventions are strategically designed to create lasting impacts in the sector.

One to four on-site visits per year are anticipated, with the exact number depending on the project's needs and any applicable constraints on international travel. The expert is expected to maximize the use of online platforms for meetings and coaching. The expert will collaborate closely with other experts contracted under this tender, as well as with any additional experts contracted outside the framework of this tender. The CBI Programme Manager will oversee the allocation of activities and strategic decisions, considering project requirements, stakeholder needs, and budget considerations.

Lot 2. Horticulture sector expert for business development and supply chain management coaching

The expert's main role is to guide and assist a select group of SME exporters in Senegal's horticulture sector, particularly focusing on enhancing their supply chains and implementing more decent work practices, with a particular emphasis on youth employment. The expert will undertake the following activities:

- Conduct assessments with participating SMEs to co-develop action plans aimed at meeting EU market standards, particularly regarding food safety, quality of shipments, and supply chain structuring. These assessments will also focus on enhancing organizational management and traceability.
- Collaborate closely with the German Import Promotion Desk (IPD), which is initiating a project in the horticulture sector in Senegal. IPD aims to identify SME exporters and provide them with marketing training and support for EU market entry. The expert's contribution will focus on ensuring that the SMEs meet EU market requirements and develop structured supply chain management systems.
- Partner with Agriterro or other organisations that specialise in supporting farmers' collectives like cooperatives and producer groups. They can assist in organizing and building the capacity of these collectives, which can serve as stable supply options for the exporter SMEs.

The expert will work with SMEs to develop strong supply relationships with these farmers, ensuring sustainability and resilience in the supply chain.

- Continuously engage in coaching and hands-on training to assist SMEs in implementing improvements and strategies identified during assessments. This ongoing support aims to ensure the long-term success and sustainability of SMEs in the horticulture sector.
- Identify and facilitate the dissemination of best practices relating to SME performance in the sector. This involves sharing successful strategies and approaches with other stakeholders in the sector to promote more widespread adoption of those practices.

One to four on-site visits per year are anticipated, with the exact number depending on the project's needs and any applicable constraints on international travel. The expert is expected to maximize the use of online platforms for meetings and coaching. The expert will collaborate closely with other experts contracted under this tender, as well as with any additional experts contracted outside the framework of this tender. The CBI Programme Manager will oversee the allocation of activities and strategic decisions, considering project requirements, stakeholder needs, and budget considerations.

Lot 3. Expert for youth entrepreneurship development

This expert will drive youth entrepreneurship development within the sector, concentrating on young exporters and young service providers. Key tasks include:

- Conducting a thorough needs assessment to understand the challenges and opportunities faced by young exporters. The research will delve into the root causes of these challenges to ensure that support initiatives address them sustainably.
- Using the research findings to provide tailored coaching to the young exporters.
- Conducting a thorough needs assessment to understand the challenges and opportunities faced by young service providers. The research will delve into the root causes of these challenges to ensure that support initiatives address them sustainably.
- Using the research findings to provide tailored coaching to the young (aspiring) service providers.
- Conducting a service needs assessment among SMEs for EU exports and youth inclusion. Based on the findings, supporting the availability of essential services needed by SMEs, by coaching both youth and non-youth service providers on delivering these services in a financially sustainable manner, ensuring their accessibility to all stakeholders.
- Identifying and disseminating best practices in youth entrepreneurship within the horticulture sector. This involves documenting success stories, innovative approaches, and effective strategies employed by young entrepreneurs.

One to four on-site visits per year are anticipated, with the exact number depending on the project's needs and any applicable constraints on international travel. The expert is expected to maximize the use of online platforms for meetings and coaching. The expert will collaborate closely with other experts contracted under this tender, as well as with any additional experts contracted outside the framework of this tender. The CBI Programme Manager will oversee the allocation of activities and strategic decisions, considering project requirements, stakeholder needs, and budget considerations.

For all lots:

The planning of activities across all lots may vary based on project needs, stakeholder requirements, and external factors like security-related issues or pandemic-related restrictions. 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 responsible 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 programme's needs, CBI may contract additional external experts and service providers beyond those under this tender.

The experts in lots 1, 2, and 3 are expected to closely collaborate among themselves and with third parties contracted by CBI to ensure the effective and efficient implementation of the project. During the duration of the Contract it is therefore important that the expert(s) per lot remain the same. However, if it becomes apparent that one or more experts are not performing well or are not collaborating effectively with each other or with third parties, leading to implementation problems for the project, intervention/evaluation meetings will be convened. These meetings will be convened by the Contracting Authority once per quarter or as often as necessary to assess how the collaboration within the project is progressing. Initially, a warning will be issued if one or more experts are not performing well or are not collaborating effectively with third parties. If the collaboration does not improve as agreed, a second (final) warning will follow. If this also does not lead to improvement or if collaboration problems persist or there are issues in the execution of a sub-assignment, the Contracting Authority will proceed to replace the relevant expert:

- If the underperforming expert belongs to a company which can propose a replacement, the company will be invited to suggest a replacement who meets the requirements and preferences for the assignment (at a minimum, the replacement should be at the same level as the expert being replaced).
- If this is not possible (either because the company does not have a suitable replacement or because the underperforming expert is an individual contractor), the remaining experts from the other two lots will both be invited to propose a replacement who meets the requirements and preferences for the assignment (at a minimum, the replacement should be at the same level as the expert being replaced). If both experts are able to propose a replacement, CBI will select the best candidate..
- Before the replacement can be made, it must be approved by the Contracting Authority. A provision (amendment clause) will be included in the framework agreement stipulating that an expert may be replaced in case of poor performance or collaboration issues.

2.7 Lots

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

Lot	Number of Framework Agreements
1. Expert for institutional development with systems change focus	1
2. Horticulture sector expert for business development and supply chain management coaching	1
3. Expert for youth entrepreneurship development	1

Tenderers may apply for multiple lots (if the labour capacity is available) and can therefore also be awarded multiple lots.

2.8 Contract Period

The Tendering Authority intends to conclude a Framework Agreement for every separate lot. This Contract consists per lot of two phases:

- *Inception phase:* This phase will last fifteen (15) months, from 1 October 2024 up to and including 31 December 2025, with a unilateral option for the Contracting Authority to extend the Contract by three (3) years and nine (9) months for the execution phase. The Contractor

will be informed in writing about the extensions of the Contract at the latest one month before the inception phase will end.

- The information gathered during the inception phase will be used by CBI to determine how to further shape the project and whether to proceed with the execution phase. For the Contract to be extended to the execution phase, the Contracting Authority will have to be satisfied with the delivery of the contracted experts and confident that the goals of each lot will be met during the remainder of the project. Also no other unforeseen events have taken place on which grounds the Contracting Authority has to decide not to exercise its option to extend the framework agreement.
- *Execution phase:* This phase will start 1 January 2026 and last three (3) years and nine (9) months.

The total duration of the Contract is five years. If, for any reason, this project cannot be completed within the specified duration, including extension, the Contracting Authority has the option to extend this framework agreement by the time necessary to complete the project. If this is the case, this extension has to be executed within the maximum budgets per lot as mentioned in section 2.9.

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

2.9 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/ third party costs, such as possible indoor rental/catering participants and/or consumables (paper, pen, etc.)):

Lot	Maximum contract value in EUR excl. VAT
1. Expert for institutional development with systems change focus	Maximum value inception phase: 100.000 Maximum execution phase: 250.000 Maximum total contract value: 350.000
2. Horticulture sector expert for business development and supply chain management coaching	Maximum value inception phase: 100.000 Maximum execution phase: 250.000 Maximum total contract value: 350.000
3. Expert for youth entrepreneurship development	Maximum value inception phase: 80.000 Maximum execution phase: 200.000 Maximum total contract value: 280.000

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

This Contract consists of various assignments, referred to as Further Agreements. It is expected that the Contracting Authority will publish every year two or three Further Agreements. Every half year a Further agreement will be formulated for 'on-going' tasks and activities. Besides these Further Agreements also a special Further Agreement can be published (for instance for a business trip with a specific theme). Yet it is unclear what will be the value of the Further Agreements.

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

3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates. 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. The lead expert, Single point of contact: Multiple contact persons per lot are not allowed. One contact point per lot 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 per lot will remain the contact point for all the stakeholders, and (2) the other person(s) will be involved in the fulfilment of the Contract.

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 language requirements for the applicable lot listed in section 3.2.
- The specific requirements for the applicable lot described in this chapter (sections 3.3, 3.4 and 3.5 respectively).

If the application per lot 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.
- If Tenderer applies for more than one lot, he/she has to submit for every lot a separate CV, so the assessment team can easily verify if all requirements are met.

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. The CV should be concise.

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 horticulture sector in Senegal. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in Senegal or importing companies that trade in products covered by this tender from developing countries covered by this tender.

4. Working schedule: The work is done continuously throughout the year/week and not arranged via fixed days per week or per month.

5. Language requirements

For lot 1 and 2:

1. French:

- The lead expert (single point of contact) must have, at a minimum, verifiable communication skills in both spoken and written French at the B2 level as per the CEFR (or comparable). If using a different standard, it must be shown to be at least equal to B2 CEFR. Native French speakers automatically meet this requirement. This expert should be capable of conducting all professional interactions, including high-level meetings, coaching, and training, in French. The CV must clearly substantiate the expert's level of French language proficiency.

2. English:

- Communication with CBI during the assignment must be in English. All experts involved in this tender must be able to effectively communicate in English (both spoken and

written) with experts from other lots. The lead expert (single point of contact) must demonstrate in his/her CV that he/she has a high level of English proficiency, at least C1 CEFR or comparable. Native English speakers are automatically considered as meeting this C1 proficiency standard.

For lot 3:

1. French:

- The lead expert (single point of contact) must have, at a minimum, verifiable communication skills in both spoken and written French at the C2 level as per the CEFR (or comparable). If using a different standard, it must be shown to be at least equal to C2 CEFR. Native French speakers automatically meet this requirement. This expert should be capable of conducting all professional interactions, including high-level meetings, coaching, and training in French. The CV must clearly substantiate the expert's level of French language proficiency.

2. English:

- All experts involved in this tender must be able to effectively communicate in English (both spoken and written) with experts from other lots. The lead expert (single point of contact) must demonstrate in his/her CV that he/she has at least a B2 CEFR or comparable level of English proficiency. Native English speakers are automatically considered as meeting this B2 proficiency standard.

3.2 Requirements relating to knowledge and to professional experience for lot 1: expert for institutional development with systems change focus

1. At least five (5) years of experience, within the last ten (10) years, in facilitating systemic change initiatives by building effective public-private stakeholder coalitions to drive sector transition processes.
2. At least two (2) years of experience, within the last ten (10) years, in conducting needs assessments and research aimed at identifying opportunities and bottlenecks for systems change within a sector.
3. At least three (3) years of experience, within the last ten (10) years, in providing institutional development support to sector actors in developing countries, such as sector associations and business support organisations.
4. 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 within the last five (5) years.

3.3 Requirements relating to knowledge and to professional experience for lot 2: horticulture sector expert for business development and supply chain management coaching

1. At least five (5) years of experience in/with the EU horticulture market in a commercial, technical or consultancy role during the last ten (10) years.
2. At least three (3) years of experience on sustainability issues in/with the horticulture market in a commercial, technical or consultancy role during the last ten (10) years.
3. Experience with B2B marketing and promotion of horticultural products in the EU market for at least three (3) years during the last ten (10) years.
4. At least one (1) year of experience within the last ten (10) years in coaching horticulture exporters in Sub-Saharan Africa on their business and export management processes.
5. Experience with moderating, facilitating and conducting trainings and workshops in developing countries regarding business and export development in the horticulture sector (at least five (5) trainings/workshops during the last five (5) years).
6. Up to date and active network of EU buyers and agents in EU horticulture markets. Tenderers should list in their CV the names of key companies or organisations they have interacted with in the last five (5) years.
7. 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 during the last five (5) years.

3.4 Requirements relating to knowledge and to professional experience for lot 3: expert for youth entrepreneurship development

1. At least four (4) years of experience, within the last ten (10) years, in delivering training and coaching support to young entrepreneurs.
2. Demonstrable evidence of an active network within the Senegalese youth entrepreneurship ecosystem. Tenderers should detail in their CV the key partners and stakeholders in the sector they have worked with in the last five (5) years.
3. At least two (2) years of experience, within the last ten (10) years, in conducting needs assessments and research aimed at identifying needs, challenges and opportunities related to youth entrepreneurship in a developing country context.
4. At least three (3) years of experience, within the last ten (10) years, in coaching private sector service providers in developing countries on the development of new services.
5. At least two (2) years of experience, within the last ten (10) years, in coaching and advising private and/or public service providers in developing countries on developing financially viable business models for their services.

3.5 Requirements relating to the prices/rates

1. The Tenderer will provide an overview of the rate in EURO applicable to this assignment by filling in the annex entitled 'Prices/Rates' (Annex 7).
2. The rates must be in euros and be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the usage of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, costs related to visa applications (except costs payable to a foreign Embassy for visa application), and local travel and local accommodation expenses. "Local" is in this case the city where the expert is based. They do not include VAT.
3. The maximum daily rate for lot 1 and 2 is € 750.- excl. VAT. The maximum daily rate for lot 3 is € 600.- excl. VAT.
These daily rates are maximum rates. If the Tenderer offers a higher rate, the Tender is set aside and excluded from further participation in the tendering process.
4. **If your company is not located in Senegal**, you may invoice actual costs for local expenses up to the maximum of the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (<https://icsc.un.org/>), when carrying out assignments in Senegal. This list is upgraded on a regular basis.
5. **If your company is located in Senegal** you can invoice actual costs up to a maximum of the above-mentioned UN-DSA rate when travelling to cities where your company is not based, subject to approval of the CBI Programme Manager. Travel costs within your own city must be included in your daily rate.
6. The agreed rates are fixed and invariable for the duration of this Agreement.
7. The Tenderer will not submit any zero or negative prices/rates.
8. The Tenderer will charge retrospectively based on actual costs and specify daily rates.

3.6 Tax-related requirements for all lots

1. The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
2. The Tenderer will quote the prices according to the following structure:
 - the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
3. If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
4. You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority

procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

5. You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
6. You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
7. Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M). If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate. You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
8. If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU) then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.
9. It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside the Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

3.7 Invoicing requirements (for all lots)

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

For companies established in the Netherlands only

E-invoicing

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

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

For companies not established in the Netherlands

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

Contractor must submit invoices electronically in the manner prescribed in the Tender Document and Request for Quotation.

3.8 Travel policy (for all lots)

1. CBI has the explicit policy of 'digital first' in order to reduce the environmental footprint of the project. As much as possible, coaching and training will be done from a distance via digital tools.
2. International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice. Costs of a CO2 compensation scheme per international flight ticket should be included.
3. Only economy class flight tickets will be reimbursed.

3.9 Changes (for all lots)

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

CBI is concerned about the safety of its staff and of its contracted experts. This means that the CBI will only allow its staff and experts to travel on behalf of CBI to regions earmarked as orange (or red in case of experts) by the Netherlands governmental travel advice, with explicit permission from CBI management. In case the travel advice changes from yellow to orange when the expert is on mission, he or she will be asked to return as soon as possible.

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

4. Requirements concerning the Tenderer

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' (Annex 1) is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.1 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document (Annex 1)':

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

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

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

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks. So, start in time applying for this document.

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

The evidence consists of:

1. Extract of Trade Register (no older than 6 months counted from the closing date of submission of the Tender, see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' - no older than 2 years counted from the closing date of submission of the Tender)
3. Tax statement (no older than 6 months counted from the closing date of submission of the Tender)

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

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

4.2 Suitability Requirements

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

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

4.2.1 Financial and economic standing

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

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

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

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

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

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

4.2.2 Reference data (technical qualifications)

- The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:
-

Core competences lot 1
1. Facilitating systemic change within a sector in developing countries through public-private consensus-building, targeted coaching and research. 2. Building institutional capacity in developing countries to enable sector associations and institutions to sustainably support and advance the sector.
Core competences lot 2
1. Advising companies in developing countries within the horticulture sector on matters pertaining to business and EU export management. 2. Advising SME exporters in the horticulture sector in developing countries on sustainable supply chain management, with a focus on fostering strong collaborations with farmer suppliers.
Core competences lot 3
1. Coaching and training young entrepreneurs in a developing country context to successfully establish and develop their business. 2. Advising public and private service providers in developing countries on implementing economically sustainable service delivery models.

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

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
-
- Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment. I

Evidence: Annex 2 "Reference assignments" (**Be aware: submit together with Tender**)

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

The reference(s) must be signed by the referee (the client in question).

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

4.3 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 closing date of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

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

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

5. Award criteria and assessment

5.1 Introduction

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

- a. A maximum of **90 points** can be obtained for your response to the “written” award criteria as described in 5.2.1 up to and including 5.2.2 for lot 1; 5.2.3 up to and including 5.2.5 for lot 2; and 5.2.6 up to and including 5.2.7 for lot 3. The Tenderer must score a minimum of **50 out of the 90 points** that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
- b. Assessment of the prices/rates with a maximum of **10 points**. If the daily rate is higher than the maximum amount mentioned for the relevant lot, the Tender is set aside and excluded from further participation in the tendering process.
- c. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points**.

5.2 Quality criteria

In your tender submission be sure to:

- Clearly detail and motivate the roles and responsibilities taken in the assignment by the Tenderer and the other possible consortium partners or subcontractors.
- Address each lot's award criteria in a structured manner. For every lot you apply for, include specific responses to its respective award criteria, following the order they are listed in this section.
- Organize your responses using separate documents for each award criterion, for clarity and easy reference.
- Upload your CV(s) for each lot.

Lot 1: Expert for institutional development with systems change focus

5.2.1 Preferences related to expertise in institutional capacity building

Please provide responses to the two items below. Be sure to provide separate responses for item 1 and 2. Start each item on a new page in the same document.

1. Identify four key categories of institutional stakeholders that you believe are crucial partners for achieving systemic change to enhance youth employment and entrepreneurship in the horticultural sector of developing countries. Explain why each of these stakeholders is important to achieving this goal.
2. Identify three key challenges to ensuring that these institutional stakeholders provide sustainable support to the sector, and describe how you would address each of these challenges in order to ensure lasting impact on youth employment and entrepreneurship in the horticultural sector.

Max. no. of points available	Assessment aspects
50	1. You can receive a maximum of 20 points for your answer to question 1. Each institutional stakeholder and its explanation will be scored based on relevance, realism, and completeness. You can earn up to 5 points for each stakeholder and explanation, with a total of 4 stakeholders to address. This makes the total possible score 20 points (4 stakeholders x 5 points each = 20 points).

	2. You can receive a maximum of 30 points for your answer to question 2. Each challenge and corresponding approach to address the challenge will be scored based on relevance, realism, and completeness. You can earn up to 10 points for each challenge and approach, with a total of 3 challenges to address. This makes the total possible score 30 points (3 challenges x 10 points each = 30 points). Word limit: Your response should not exceed 600 words per question. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.
--	---

5.2.2 Preferences related to facilitating systemic change

Please provide responses to the two items below. Be sure to provide separate responses for item 1 and 2. Start each item on a new page in the same document.

1. Describe how you would facilitate the establishment of a youth network under a horticulture sector association and ensure it is effective in sustainably facilitating peer-to-peer exchange and enhancing the professional reputation of youth in the horticultural sector.
2. Explain how you would mobilize and motivate various stakeholders in the Senegalese horticulture sector to drive the transition towards more decent youth employment and entrepreneurship. Focus on strategies that encourage collaboration, commitment, and active participation among stakeholders.

Max. no. of points available	Assessment aspects
40	1. You can receive a maximum of 20 points for your answer to question 1. Your proposed approach to establishing and sustaining a youth network will be scored based on relevance, realism, and completeness. 2. You can receive a maximum of 20 points for your answer to question 2. Your proposed strategies for mobilising and motivating stakeholders to achieve systemic change in the sector will be scored based on relevance, realism, and completeness. Word limit: Your response should not exceed 500 words per question. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.

Lot 2: Horticulture sector expert for business development and supply chain management coaching

5.2.3 Preferences related to expertise and approach in business export coaching for Senegalese horticulture exporters

Please provide responses to the two items below. Be sure to provide separate responses for item 1 and 2. Start each item on a new page in the same document.

1. Provide a concise description of your approach to coaching a group of Senegalese horticulture exporting SMEs in developing and implementing an action plan aimed at achieving successful exports to the EU market.
2. Identify the three main obstacles you anticipate a Senegalese horticulture exporting SME will encounter when attempting to export to the EU market, and how you would support these SMEs to overcome these obstacles.

Max. no. of points available	Assessment aspects
30	1. You can receive a maximum of 15 points for your answer to question 1. Your proposed approach to coaching Senegalese horticulture exporting SMEs in developing and implementing an action plan aimed at achieving successful exports to the EU market will be scored based on relevance, realism, and completeness. 2. You can receive a maximum of 15 points for your answer to question 2. Each obstacle and corresponding approach to overcome the obstacle will be scored based on relevance, realism and completeness. You can earn up to 5 points for each obstacle and approach, with a total of 3 obstacles to address. This makes the total possible score 15 points (3 obstacles x 5 points each = 15 points). Word limit: Your response should not exceed 500 words per question. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.

5.2.4 Preferences related to EU horticulture market network

Please provide responses to the two items below. Be sure to provide separate responses for item 1 and 2. Start each item on a new page in the same document.

1. Provide a description of your network in the various European sourcing markets for horticultural products, highlighting where you see the main opportunities for Senegalese SMEs.
2. Explain your strategy for engaging EU buyers in the project and outline your approach to effectively connecting exporting SMEs with potential EU buyers through successful matchmaking.

Max. no. of points available	Assessment aspects
30	1. You can receive a maximum of 15 points for your answer to question 1. The description of your network and the identified opportunities for Senegalese SMEs will be scored based on relevance, clarity and applicability. 2. You can receive a maximum of 15 points for your answer to question 2. Your proposed strategy for engaging EU buyers in the project and your approach to connecting exporting SMEs with potential EU buyers will be scored based on relevance, realism, and completeness. Word limit: Your response should not exceed 500 words per question. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.

5.2.5 Preferences related to expertise and approach in supply chain management coaching of Senegalese horticulture exporters

Please provide responses to the two items below. Be sure to provide separate responses for item 1 and 2. Start each item on a new page in the same document.

1. Describe how you would organize a partnership with an organization that specializes in supporting farmer collectives (such as cooperatives and producer groups), with the aim of organizing stable supply options for exporting SMEs. Explain how you would collaborate with this partner to achieve sustainable results.

2. Describe how you would encourage the SMEs participating in the project to develop more structural and stable relationships with these farmer collectives, considering potential reluctance or barriers they may face.

Max. no. of points available	Assessment aspects
30	1. You can receive a maximum of 15 points for your answer to question 1. Your proposed approach to partnering with an organization that specializes in supporting farmer collectives to organize stable supply options for exporting SMEs and achieve sustainable results will be scored based on relevance, realism, and completeness. 3. You can receive a maximum of 15 points for your answer to question 2. Your proposed approach to encouraging SMEs participating in the project to develop structural and stable relationships with the farmer collectives, considering potential reluctance or barriers they may face, will be scored based on relevance, realism, and completeness. Word limit: Your response should not exceed 400 words per question. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.

Lot 3: Expert for youth entrepreneurship development

5.2.6 Preferences related to expertise and approach in youth entrepreneurship development

Please provide responses to the three items below. Be sure to provide separate responses for item 1, 2 and 3. Start each item on a new page in the same document.

1. Describe how you would conduct a thorough needs assessment to understand the challenges and opportunities faced by young entrepreneurs in the Senegalese horticulture sector. Explain how you would ensure your research identifies the root causes of the challenges, rather than collecting surface-level information.
2. Describe how you would coach young entrepreneurs in Senegal's horticulture sector to successfully overcome their challenges and grow their businesses.
3. List two key Senegalese counterparts from within the youth entrepreneurship ecosystem that you would partner with to support these young entrepreneurs, explaining their relevance and how you would partner with them.

Max. no. of points available	Assessment aspects
45	1. You can receive a maximum of 15 points for your answer to question 1. Your proposed approach to conducting a needs assessment among young entrepreneurs in the Senegalese horticulture sector, and your method for identifying root causes, will be scored based on relevance, realism, and completeness. 2. You can receive a maximum of 15 points for your answer to question 2. Your proposed approach for coaching young entrepreneurs in Senegal's horticulture sector to successfully overcome their challenges and grow their businesses will be scored based on relevance, realism, and completeness. 3. You can receive a maximum of 15 points for your answer to question 3. The relevance and strategic importance of the two identified Senegalese counterparts and your approach to partnering with them to support young entrepreneurs, will be scored based on relevance, realism, and completeness.

	Word limit: Your response should not exceed 500 words per question. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.
--	---

5.2.7 Preferences related to sustainable business service delivery models

Please provide responses to the two items below. Be sure to provide separate responses for item 1 and 2. Start each item on a new page in the same document.

1. Describe five types of services you believe SMEs in the Senegalese horticulture sector will require to achieve successful exports to the EU and generate quality employment opportunities for youth. Explain why each type of service is important.
2. Explain concisely your approach to coaching service providers in developing sustainable and scalable business service delivery models for companies in the sector.

Max. no. of points available	Assessment aspects
45	1. You can receive a maximum of 25 points for your answer to question 1. Each service and its explanation of importance will be scored based on relevance, realism, and completeness. You can earn up to 5 points for each service and explanation, with a total of 5 services to address. This makes the total possible score 25 points (5 services x 5 points each = 25 points). 2. You can receive a maximum of 20 points for your answer to question 2. Your proposed approach to coaching service providers in developing sustainable and scalable business service delivery models for companies in the sector will be scored based on relevance, realism, and completeness. . Word limit: Your response should not exceed 400 words per question. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.

5.3 Assessment method for qualitative award criteria

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

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

5.4 Assessment of preferences in relation to prices/rates

Please fill in annex 7: Prices/rates and add to TenderNed.

Lot 1 and Lot 2:

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 3:

Price	Awarded Points
> € 600	<u>Exclusion from the tender process</u>
€ 591 up to and including € 600	0
€ 581 up to and including € 590	1
€ 571 up to and including € 580	2
€ 561 up to and including € 570	3
€ 551 up to and including € 560	4
€ 541 up to and including € 550	5
€ 531 up to and including € 540	6
€ 521 up to and including € 530	7
€ 511 up to and including € 520	8
€ 501 up to and including € 510	9
€ 500 and <€500	10

The maximum daily rate for lot 1 and 2 is €750, - excl. VAT. The maximum daily rate for lot 3 is €600, - excl. VAT. **Failure to comply with this requirement will result in your Tender being excluded from further participation in the tendering process.**

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

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5. An assessment committee will assess the award criteria. The assessment committee consists of at least 3 expert assessors. First, the assessors will assess your written responses on the qualitative award criteria individually. Hereafter the assessment committee will determine a final score by consensus per award criterion, during a plenary meeting.

The assessment of the award criteria consists of 3 steps.

1. Your written responses on the qualitative award criteria are assessed.
A maximum of **90 points** can be obtained for your responses to these award criteria as described in 5.2.1 up to and including 5.2.2 for lot 1; 5.2.3 up to and including 5.2.5 for lot 2; and 5.2.6 up to and including 5.2.7 for lot 3.
Tenderers who do not meet the **minimum number of points of 50** on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of **10 points**. If the daily rate is higher than the maximum daily rate per expert per lot, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points**.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score for quality award criteria and price.

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: sub-criterion 5.2.2 for lot 1; sub-criterion 5.2.3 for lot 2; and 5.2.6 for lot 3.

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

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

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

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

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person: gert.goorhuis@rvo.nl and cc to Accountteam01@rvo.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#) and 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 [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

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

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 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 that (may) arise as a result of not awarding this Tender are for the account 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 cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

- The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.
- Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:
- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 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' (1.3).

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#). Also see: <https://youtu.be/CrAj7VWFqXY>. Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.

- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	Reference assignments (paragraph 4.3.2 Reference data (technical qualifications)	Fill in, print it and have the references signed by the referee and add to TenderNed
Award criteria	Provide your response per award criterion per lot. Use separate documents for each award criterion and start each item on a new page in the same document. Provide your CV(s)	Add to TenderNed
Annex 7	'Prices/rates' included in the quotation	Fill in and add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 Single Tender

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

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

7.3.19 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.

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

Reporting language is English for lots 1 and 2 and English and/or French for lot 3.

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

The draft Contract, Data processing Agreement and the corresponding General Government Terms and Conditions are included in the annexes (annexes 3a, 3b and 4). The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

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

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

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

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

Interest in relation to the judgement

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

7.4 Further Agreements within the Contract

7.4.1 Further agreements within the Contract

An assignment within the Contract is referred to as a Further Agreement. There will be a yearly assignment with a yearly programme 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: Reference assignments
- Annex 3a: Draft Framework Agreement lot 1/lot 2/lot 3
- Annex 3b: Draft Data Processing Agreement lot 1/lot 2/lot 3
- Annex 4: General Terms and conditions ARVODI-2018
- Annex 5: "Brochure E-factureren Rijksoverheid"
- Annex 6: Complaints Procedure
- Annex 7: Prices and rates