



Tender Document

**Invitation to tender in accordance with
the European open procedure for the
procurement of experts for the execution
of the CBI project "Promoting Sustainable
and Community-Based-Tourism in Egypt"**

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Contents

Definition of terms.....	5
1. Introduction	7
1.1 Tendering Authority and IUC-EZK	7
1.2 CBI Introduction	7
1.3 Reason for this invitation to tender	8
1.4 Time schedule	9
2. Description of assignment	10
2.1 Description and objective of the assignment	10
2.4 Role of the experts.....	12
2.5 Lots.....	14
2.6 Contract Period	15
2.7 Scope of the assignment.....	15
3. Requirements to this assignment	16
3.1 General requirements.....	16
3.2 Requirements relating to Lot 1: SME Ecosystem Development Expert for Sustainable and Community-Based Tourism.....	16
3.3 Requirements relating to Lot 2: SME expert and company development Trainer & Coach in Sustainable development Community-Based Tourism.....	17
3.4 Requirements relating to Lot 3: Local Expert Stakeholder Management and Coordination.	17
3.5 Requirements relating to the prices/rates.....	18
3.6 Tax-related requirements (for all lots).....	18
3.7 Invoicing requirements (for all lots).....	19
3.8 Travel policy (for all lots).....	19
3.9 Changes (for all lots)	20
4. Requirements concerning the Tenderer	21
4.1 Introduction	21
4.2 Exclusion Grounds.....	21
4.3 Suitability Requirements.....	21
4.3.1 <i>Financial and economic standing</i>	22
4.3.2 <i>Reference data (technical qualifications)</i>	22
4.4 Professional/trade register extract.....	23
5. Award criteria and assessment	25
5.1 Introduction	25
5.2 Quality criteria	25
5.3 Award criteria.....	25
5.3.1 Award criteria relating to knowledge, experience and competence	25

5.3.2	Award criteria relating to developing and implementing sector transition strategies for the tourism sector in developing countries	26
5.3.3	Award criteria relating to the development of commercially viable service delivery models for service providers in the tourism sector.....	26
5.3.4	Award criteria relating to knowledge, experience and competence	27
5.3.5	Award criteria relating to expertise and approach in export coaching and training for Egyptian tourism businesses, including product development/packaging	27
5.3.6	Award criteria relating to EU tourism market network	28
5.3.7	Award criteria relating to knowledge, experience and competence	28
5.3.8	Award criteria relating to stakeholder management and network in the Egyptian tourism sector	28
5.3.9	Award criteria relating to project coordination, including arranging logistics, in the Egyptian context	29
5.4	Assessment method for qualitative award criteria	29
5.5	Assessment of preferences in relation to prices/rates	30
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>	35
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>	38
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	Netherlands Enterprise Agency (RVO), represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Tendering Authority.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.

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

Specific terminology and abbreviations

CBT	Community Based Tourism
CBI	Centre for Promotion of Imports from Developing Countries
SMEs	Small and medium sized enterprises
CSR	Corporate Social Responsibility
SDGs	Sustainable Development Goals
MoTA	Ministry of Tourism and Antiquities
MoLD	Ministry of Local Development
ETF	Egyptian Tourism Federation
STO	Sustainable Tourism Organisation
UNDP	United Nations Development Programme
EU	European Union
EFTA	European Free Trade Association
TAM	Technical Assistance Mission
CBI PM	CBI Programme Manager

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for a CBI project in the tourism sector in Egypt.

This tender consists of three lots:

- Lot 1: SME Ecosystem Development Expert for Sustainable and Community-Based Tourism
- Lot 2: SME Export and Company Development Expert in Sustainable and Community-Based Tourism
- Lot 3: Local Expert Stakeholder Management and Coordination

Experts in each lot will cooperate closely. More detailed information about the lots can be found in section 2, particularly section 2.4.

The project for the three lots is expected to start in November 2024. The Tendering Authority intends to conclude a Framework Agreement for each lot for an initial period of six months with a unilateral option for the Contracting Authority to extend the Contract with four and a half years. The initial period of six months will serve as the project's 'inception phase'. Upon completion of the inception phase, the information gathered will be used by CBI to determine how to further shape the project and whether to proceed to the 'execution phase'. The execution phase will have a duration of four and a half years. For the Contract to be extended to the execution phase, the Contracting Authority will need 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. The Contractor will be informed in writing about the extension of the Contract at the latest one month before the inception phase will end. The total duration of the Contract for the three lots, including a unilateral option for extension, is five years.

Please note: a normal Framework Agreement may not last more than four years according to the Public Procurement Act. This Framework Agreement lasts longer because the inception and execution phase of this Contract form one assignment and cannot be separated; the insights and feedback collected during the inception phase will be used to refine the project's objectives and strategies for the purpose of the execution phase.

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

1.1 Tendering Authority and IUC-EZK

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

1.2 CBI Introduction

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

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

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

Result	Result description
Export growth	Sustainable increase of exports to the EU (or regional markets if applicable) by directly and indirectly supported SMEs as a result of the project.
Competent exporters	SMEs that have successfully completed all the export capacity building activities. SMEs that developed and execute a tailor-made export strategy to the European market. SMEs that know how to build and maintain a network on the European market.
CSR (Corporate Social Responsibility)	SMEs to have their internal and product processes comply with (to be established country-sector specific) CSR standards, in accordance with OECD Guidelines.
Use of services in the Export Enabling Environment.	SMEs use the improved export development and promotion services and products of sector associations, ministries, other trade promotion organisations and private service providers.
Public-Private Cooperation	The public and private sector work together in creating an export-friendly environment regarding: - export-friendly policies, laws and regulations for SMEs; - availability of key inputs, technologies and infrastructure for the production process of exporting SMEs; - a better country/sector image abroad.

CBI projects (usually 4-6 years) are structured around the following intervention areas:

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

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

Not only does CBI integrate CSR in its own work, it is also asked from all stakeholders to do so. Furthermore, the United Nations Sustainable Development Goals are very important guidelines as well. CBI contributes directly to goal 1 (No poverty), 8 (Decent work and economic growth), 12 (Responsible consumption and production) and 13 (Climate action). For further information on the CBI, please visit www.cbi.eu

1.3 Reason for this invitation to tender

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

A socially and environmentally conscious tourism value chain in Egypt which contributes to improved quality of life for local communities while offering more sustainable tourism experiences to visitors.

While the tourism sector is central to Egypt's economy, Egypt is primarily known for low-cost mass tourism. This extractive and 'come-and-go' tourism model provides limited benefits to local stakeholders (communities and SMEs) and creates unsustainable pressure on local ecosystems.

The aim of the project – and the reason for this invitation to tender – is to contribute to the Egyptian Ministry of Tourism 30-30-30 strategy¹, by supporting the development of a more inclusive and more sustainable tourism product offering, attracting tourists who stay longer and spend more money per person in different sub-national destinations of Egypt.

1.4 Time schedule

The schedule below applies to this tendering process.

13 August 2024	Issuing of publication, start of tendering period.
04 September 2024, 14:00 CEST	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions and the Data Processing Agreement) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions) and the Data Processing Agreement.
13 September 2024	Issuing of Memorandum of Information
26 September 2024, 14:00 CEST	Deadline for the receipt of Tenders and opening of Tenders by the Tendering Authority.
Up to and including week 43 2024	Assessment of Tenders.
28 October 2024	Announcement of the award of the Contract.
13 November 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
18 November 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.
02 December 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.

¹ The Ministry of Tourism aims to attract 30 million visitors by 2030, generating \$30 billion in revenues ('30-30-30').

2. Description of assignment

2.1 Description and objective of the assignment

The project aims to support the development and upscale of the sustainable and community-based tourism sector in Egypt. The intervention strategy is to 1) support stakeholders in the enabling environment to develop a sector strategy, supporting services and regulations for sustainable tourism practices in line with EU market demand and implementation, 2) support Egyptian tourism businesses with the development of sustainable CBT products and packaging aligned to the European market demand.

The project consists of four pathways:

SME Ecosystem Development

- 1.** Sector strategy & alignment: public and private sector stakeholders need a coherent strategy on how to support the development of sustainable CBT in Egypt and position this sub-sector as such on the EU market.
- 2.** Rules & regulations: there is currently limited governmental support for tourism businesses that want to offer more sustainable and inclusive products in international target markets. In this pathway CBI will engage with the Ministry of Tourism, Ministry of Local Development and other sector stakeholders to drive the upscaling of more sustainable and inclusive CBT tourism products in Egypt.
- 3.** Service delivery: for tourism businesses to be successful, support is needed around marketing, certification, digital technologies, market intelligence and networking including linkages to the European market. This pathway focuses on the development of effective private and public service delivery to support sector and product growth. CBI will assist providers in developing financially sustainable services.

SME Development

- 4.** This pathway focuses on increasing the number of SME tourism businesses that are successful developing, packaging and marketing of CBT tourism products that are more sustainable and help include local communities in the value chain. The project will identify frontrunner tourism businesses which are already working in more sustainable tourism, or those that want to make the transition, and support them in growing their business and attracting tourists from Europe. Tourism frontrunner businesses are supported to develop CBT pilots which inspire the wider sector and have the potential to scale up. This will be done through coaching, training, facilitating and market linkages and by strengthening their networks with suppliers, decision makers, service providers etc.

Inception phase

The project will begin with an inception phase which will last approximately six months. This initial period will focus on research, assumption testing, and network building. The insights and feedback collected will be used to refine the project's objectives and strategies to better meet the specific needs of the sector and its stakeholders. The activities that are foreseen for the inception phase are:

- Build strong relationships with sector stakeholders such as Ministry of Tourism, Ministry of Local Development, Egyptian Tourism Federation, Sustainable Tourism Organisation, (international) donor organisations active in the Egyptian tourism sector, etc.
- Map out all the activities being undertaken in the Egyptian tourism ecosystem that influence the development of more community-based and more sustainable tourism.
- Analyse rules and regulations in the tourism sector and identify what is needed to drive the development of a more sustainable tourism offering in Egypt.
- Determine which stakeholders can help CBI in successfully reaching our project objectives (identifying frontrunner companies and scaling-up to the wider sector) and discuss this with them.
- Identify and select frontrunner companies who are willing and able to develop and position more community-based and more sustainable products in international target markets.

- Conduct (service) needs assessment amongst stakeholders and analyse how CBI activities can contribute to building up the ecosystem's capacity, by aligning to stakeholders' existing strategies and plans.
- Determine frontrunner companies' willingness to pay for training in relevant services.
- Carry out more in-depth gender and youth analyses and explore the possibility of creating a feedback mechanism on how to include youth and women in a more sustainable tourism value chain.
- Create buy-in for the project from key stakeholders by showcasing what CBI can offer.

The above-mentioned activities should contribute to validating the following key assumptions:

- It is possible to grow a strong and supportive relationship with key stakeholders (Ministry of Tourism, Ministry of Local Development, Egyptian Tourism Federation, Sustainable Tourism Organisations, (international) donor organisations active in the Egyptian tourism sector, etc.).
- There are sufficient frontrunner companies who are willing and able to develop and position more community-based and more sustainable products in international target markets.
- There is sufficient international demand for a more sustainable tourism product offering in Egypt.
- A major bottleneck for SME growth is access to services and training (e.g. in marketing, using digital technologies, etc).
- SMEs are willing and able to pay for relevant services from private sector providers.

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 project is shaped around the above mentioned four pathways, with the following long-term outcome objectives expected to be realized during the execution phase:

- Sector stakeholders have a jointly shared strategy on the future of more sustainable and inclusive tourism in Egypt.
- An increasing number of tourism businesses are successfully developing and positioning community-inclusive and more sustainable products in European target markets and showcase and upscale pilots in the wider sector.
- Ministry of Tourism creates and enforces regulation that effectively supports the development of a more inclusive and more sustainable CBT product offering.
- Effective private and public sector service delivery increases the number of inclusive and more sustainable tourism products in European target markets.

2.2 Target Group and Beneficiaries

The target groups for the activities under this tender consist of:

- Relevant stakeholders in the tourism sector in Egypt, particularly actors in the enabling environment and service providers, such as the Ministry of Tourism, the Ministry of Local Development, the Ministry of Environment, the Egyptian Tourism Federation, the Sustainable Tourism Organisation and UNDP.
- Egyptian tourism businesses, such as inbound tour operators, ecolodges and excursion providers, interested to improve and upscale their more sustainable and inclusive product portfolio aligned to European market demand.
- European buyers interested in being connected to more sustainable and inclusive Egyptian tourism businesses.
- Local communities who are interested in developing CBT products, promote their cultural heritage and conserve nature.

2.3 Target Market

The target markets for this project are countries in the EU and EFTA where there is demand for more sustainable and inclusive CBT, and related niche markets like adventure, rural and ecotourism.

2.4 Role of the experts

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

Lot 1 – SME Ecosystem Development Expert for Sustainable and Community-Based Tourism

This expert will coach and guide sector stakeholders on a strategic and practical level towards a more sustainable and community inclusive tourism sector. The expert should have in-depth knowledge about the European demand for sustainable and community-based tourism, and will support sector stakeholders in positioning Egypt in the international tourism market as a prime community-based tourism destination. Furthermore, the expert will support the identification and development of paid-for services which are currently lacking in the CBT ecosystem. The expert should have extensive experience in designing and executing projects with a clear upscaling and exit strategy in mind.

Specifically, this expert will:

- Foster dialogue and alignment between key public and private sector stakeholders such as the Ministry of Tourism, the Ministry of Local Development, the Ministry of Environment, UNDP, The Egyptian Tourism Federation, the Sustainable Tourism Organisation and tourism businesses on the transition to a more sustainable and inclusive CBT product offering for the EU market. This dialogue may for instance be structured by setting up a multi-stakeholder public-private partnership.
- Support the development and implementation of a locally-owned strategy together with key sector stakeholders on the role of more sustainable and inclusive tourism in Egypt in supporting Egypt's 30-30-30 strategy.
- Support the sector in obtaining more government support and conducive rules and regulations for businesses that want to offer more sustainable and inclusive products in international target markets.
- Support sector stakeholders with the identification and development of paid-for-service models for the tourism sector, primarily commercial service delivery to companies and organisations.
- Support the development of paid-for services such as digital marketing, sustainable tourism certification and company trainings. The consultant is required to propose (bring in best practices from other projects, countries, sectors), analyse and discuss the various options with sector stakeholders and CBI.
- Support public and private sector stakeholders at a strategic level with the development of a more inclusive and more sustainable tourism product offering and packaging.
- Support regional sector stakeholders with the development of destination management strategies.
- Provide insights on understanding systemic challenges and opportunities within the sector. The expert's role is to advise on how these insights can guide the sector towards a more sustainable and inclusive tourism sector. Additionally, they will advise CBI on adapting the project's approach in line with systems change best practices, ensuring that both the sector and the project itself are aligned for effective and sustainable change.

CBI is looking for either a locally based or international expert. In case of an international expert, the expert is expected to conduct one to three technical assistance missions (TAMs) to Egypt per year. In case of a locally based expert, this expert will also deliver technical assistance, though this will not require international travel. The planning may adjust based on project needs, participant requirements, and constraints on international travel.

Lot 2 – SME Export and Company Development Expert in Sustainable and Community-Based Tourism

This expert will provide training and coaching to Egyptian tourism businesses, including tour operators, ecolodges, excursion providers on how to develop sustainable tourism and inclusive community tourism products for European market demand, and how to establish trade linkages with European tourism markets. CBI is looking for an international expert with extensive experience and an active network in the European tourism sector.

Specifically, this expert will:

- Train and coach selected tourism businesses on improving the critical export success factors, such as digital marketing, product development, supply chain management, pricing, sales promotion, logistics, communication, market knowledge, applying market analysis, company management, finance etc.
- Prepare, conduct and evaluate group training sessions for selected tourism businesses and sector organizations on issues for which European market knowledge in the sector is required.
- Provide input to the training program conducted by other CBI-approved trainers (for example on sustainability or organizational effectiveness) to ensure that the training program is tailored to the needs of the participating companies, and to assure follow-up of the specialized skills into the coaching process.
- Support sector frontrunner tourism business with the development of sustainable or CBT pilots that have the potential to scale up and inspire the wider sector. Scaling of these pilots will be done in close collaboration with the SME Ecosystem Development Expert.
- Conduct follow-up coaching to selected tourism businesses that have received training from other specialized CBI consultants on issues such as sustainability, certification, digital marketing, and organizational management.
- Support selected tourism businesses in business development by opening up his/her European network to the selected companies and connecting them with European buyers and other relevant partners.
- Coach selected tourism businesses to find and establish business linkages with European buyers.
- Promote the project among European buyers and involve them in the project, share contacts of European buyers and other relevant contacts with CBI and project partners.
- Assist the selected tourism businesses for participation in market entry activities, such as an international trade fair or road show, and advise CBI, CBI project partners and participants in their preparations for these events.
- Advise CBI and project partners on the readiness of the companies for market entry.

The expert is expected to conduct one to three technical assistance missions (TAMs) to Egypt per year. In between these missions or if travel restrictions interfere, the expert will maintain online contact with stakeholders. The planning may adjust based on project needs, participant requirements, and constraints on international travel.

Lot 3 - Local Expert Stakeholder Management and Coordination

This expert will provide on-the-ground stakeholder management and coordination in the Egyptian tourism sector. The expert is expected to provide easy access to the relevant stakeholders in the Egyptian tourism sector in order to enable the team members to collect information, forge partnerships, assure relevant stakeholders are represented at meetings, update relevant stakeholders about project interventions, stimulate cooperation with relevant partners, strengthen existing relations, advise the project expert team on country and sector specific topics, and extend the network into (new) beneficial partnerships to achieve the objectives of the program.

The expert will also arrange logistics on the ground in Egypt, without requiring long-haul travel, for trainings-, and stakeholder sessions, as well as logistics for the coaching component and in close cooperation with the above-mentioned experts. This work includes logistic arrangements for training locations, administrative preparations for training and coaching, for example participant lists and invitation, financial facilitation for trainings and meetings if needed, and coordinate the logistic and financial affairs with the CBI Programme Manager (CBI PM). CBI is looking for a locally

based expert with extensive experience and a network in the Egyptian tourism sector, preferably CBT.

Specifically, this expert will:

- Advise CBI on effective intervention strategies in relation to key stakeholders, which stakeholders to prioritize, which stakeholders could be the most effective point of entry for achieving project results, and give continuously feedback on the changing context and stakeholder positions (will-skill-power) in the Egyptian tourism sector.
- Forge new partnerships, strengthen existing partnerships and stimulate concrete cooperation with key stakeholders.
- Facilitate easy access to key stakeholders for CBI and other experts to implement project activities.
- Update key stakeholders about project interventions and results.
- Support CBI staff, experts and specialized trainers with the logistics of their meetings and trainings, including agenda, venue, catering, equipment, participant registration, invitations and payments. These third party costs are within the total value of the framework agreement.

For all lots

The experts carry out their work under the supervision of the respective CBI Programme Manager (CBI PM) based in The Hague, the Netherlands. The CBI PM is responsible for the project's overall management, monitoring, budget, and outcomes.

Activity levels for all roles and planning of activities across all lots will vary based on project needs, management decisions, the findings of the inception phase and the specific challenges and opportunities in the sector and external factors. Please refer to the description of the roles above and the scope of the assignment (section 2.6) for a general outline. All decisions regarding activity allocation will be made by the CBI PM.

Besides the experts mentioned in lot 1-3, additional experts or service providers with specialised thematic expertise may be contracted for separate assignments, to support the project's implementation. The experts contracted under this tender will work closely both amongst themselves and with any other expert to be contracted. This collaborative approach aims to achieve the project's objectives efficiently and cohesively. Final decisions regarding the allocation of specific assignments between experts will be made by the CBI PM to ensure smooth project execution and to minimise role overlap.

2.5 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 one Framework Agreement.

Lot	Number of Framework Agreements
1. SME Ecosystem Development Expert for Sustainable and Community-Based Tourism	1
2. SME Export and Company Development Expert in Sustainable and Community-Based Tourism	1
3. Local Expert Stakeholder Management and Coordination	1

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

2.6 Contract Period

The Contract period consists per lot of two phases:

- *Inception phase*: inception period of six months with a unilateral option for the Contracting Authority to extend the Contract with a period of 4.5 years for the execution phase if the criteria for extension are met (see section 1). Contractor will be informed in writing about the extension of the Contract at the latest one month before the inception phase will end.
- *Execution phase*: execution phase which will last 4.5 years. During the term of the Contract it is important that the team composition of experts remains the same per lot.

The total duration of the Contract period is a maximum of five (5) years.

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.

2.7 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	Description	<u>Maximum</u> Contract value in EUR excluding VAT and including all local VAT and costs
1	SME Ecosystem Development Expert for Sustainable and Community-Based Tourism	325,000 <u>maximum</u>
2	SME Export and Company Development Trainer & Coach in Sustainable and Community-Based Tourism	325,000 <u>maximum</u>
3	Local Expert Stakeholder Management and Coordination	225,000 <u>maximum</u>
	Total contract value of this Tender (lot 1 + lot 2 + lot 3)	875,000 maximum

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. There is a possibility that the maximum Contract value per lot will not be spend, depending on how the project develops.

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:** The team members per lot submit a concise Curriculum Vitae (CV). The CV's will be assessed in chapter 5, award criterions 5.3.1 (for lot 1) and 5.3.4 (for lot 2) and 5.3.7 (for lot 3) and have to meet the criteria mentioned in this chapter.
3. **Role of Experts:** The experts comply with the roles as described in Section 2.4 of this Tender Document.
4. **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 tourism sector in Egypt. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in Egypt or importing companies that trade in services covered by this tender from developing countries covered by this tender.
5. **Collaboration:** Proven experience in collaborating effectively with remote or cross-disciplinary teams. Please note: if an expert is not functioning properly in his/her role, i.e. unable to properly execute the assignment and/or collaborate effectively with experts in other lots, he or she will first receive a warning in writing, from the CBI PM. If the collaboration does not improve, a second and last warning follows. If this does not resolve the situation, the CBI PM will replace the expert for another expert.
6. **Coaching Schedule:** The coaching is done continuously throughout the year/week and not arranged via fixed days per week or per month. In principle experts should be available all year round.
7. **Language Requirements:** The official working language for interactions with companies and sector stakeholders across both three lots is English. The reporting language for communications with CBI during the assignment is English. Therefore, all experts must demonstrate effective communication skills in both spoken and written English in their CV's. A proficiency level of at least C1 as per the Common European Framework of Reference for Languages (CEFR) or comparable is required. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C1 CERF. Native speakers will be considered as comparable.
8. **Digital Tools:** At least three (3) years of experience in coaching by using distant guidance techniques like e-mail and online tools (for example GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching.

3.2 Requirements relating to Lot 1: SME Ecosystem Development Expert for Sustainable and Community-Based Tourism

1. At least three (3) years of experience in building effective coalitions/multi-stakeholder partnerships to drive sector transition processes in the tourism sector during the last ten (10) years.

2. Proven experience to communicate at different levels with various stakeholders in the value chain, in order to build and maintain relations necessary for international or donor projects, both at European and national level.
3. Proven experience with developing and implementing a sector strategy for the tourism sector in a developing country.
4. At least five (5) years of experience in coaching/training/advisory in an export enabling environment related to the development of export services offered by either sector associations or private sector service providers in the last ten (10) years. Services include export marketing/promotion/branding, sustainability requirements, digital marketing, certification market intelligence, SME export coaching, market entry activities.
5. Proven experience with jointly developing business cases for sustainable service delivery models in developing countries in cooperation with potential local clients and service providers in the last ten (10) years.

3.3 Requirements relating to lot 2: SME Export and company development Trainer & Coach in Sustainable and Community-Based Tourism

1. At least five (5) years of experience in the EU sustainable and/or CBT market in a commercial/technical or consultancy role during the last ten (10) years.
2. At least five (5) years of experience in B2B and B2C marketing and promotion of sustainable and/or CBT products in the EU market during the last ten (10) years.
3. At least three (3) years of experience within the last ten (10) years in training and individual coaching of tourism businesses, including tour operators, ecolodges, excursion providers, and service providers. The training and coaching should have included at least the topics sustainable tourism, marketing, company management, promotion, sales, pricing, product development, and communication.
4. At least fifty (50) hours of experience with conducting trainings and workshops in the English language regarding export marketing and management in sustainable and/or CBT during the last five (5) years.
5. Experience with organizing a stand at a tourism fair and/or conference, and/or road show at least two (2) times during the last five (5) years.
6. Up to date and active network of EU buyers in at least two of the main EU tourism markets (buyer countries/regions), as well as an active network in the EU markets for sustainable and/or CBT products.
7. Proven knowledge of the latest trends and developments, distribution channels, and market players in the EU niche markets for sustainable tourism, CBT, eco-tourism and adventure tourism.
8. Proven knowledge of product development methodologies and proven hands-on (advisory) experience with developing more sustainable and community tourism product packages.

3.4 Requirements relating to Lot 3: Local Expert Stakeholder Management and Coordination

1. At least five (5) years of experience in a commercial/technical or consultancy role in supporting private sector development of tourism-oriented communities in Egypt's underdeveloped regions in the last ten (10) years.
2. Active and relevant network in the Egyptian tourism sector in underdeveloped regions which can be leveraged for the implementation of the project.
3. At least three (3) years of experience in building and maintaining effective multi-stakeholder partnerships to drive sector transition processes in the last ten (10) years.
4. Proficiency to communicate in English and Arabic at different levels with various stakeholders in the value chain, in order to build and maintain relations necessary for the project and to represent the CBI interests, both at European and national level.

5. At least three (3) years of experience in project coordination for (semi) governmental organisations/donor organisations, including organising logistics for projects or events in Egypt during the last ten (10) years).
6. Ability to advise the project team on effective intervention strategies in relation to key stakeholders.
7. Ability to arrange and facilitate business related issues in the Egyptian context, as well as excellent capabilities for logistical 'trouble-shooting'.
8. Capable to monitor logistic arrangements whenever necessary in Egypt on short notice (last-minute preparation) without long haul travelling.

3.5 Requirements relating to the prices/rates

1. The Tenderer will provide the rate in EURO applicable to this assignment by filling in the appendix entitled 'Prices/Rates' (Annex 2).
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, , excluding Dutch VAT and (if applicable) including foreign local taxes and all costs for each expert under this Tender is as follows:
 - 3.2 Lot 1: 750 EUR
 - 3.3 Lot 2: 750 EUR
 - 3.4 Lot 3: 400 EUR

These daily rates are maximum rates. If Tenderer offers a higher rate per expert, the Tender is set aside and excluded from further participation in the tendering process.
4. **In case your company is not located in Egypt**, you may, when carrying out assignments in Egypt, invoice local expenses according to the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (<https://icsc.un.org/>).
5. **In case your company is located in Egypt** you can only invoice the local expenses when traveling to one of the cities of the programme the Tenderer is NOT located in, after approval of the CBI Programme Manager, with a fixed rate of 85 EURO/day. Local travel expense can be invoiced based on real expenses (again after approval of the CBI PM. The costs for travelling within the Tenderer's own city must be included in the daily rate.
6. The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
7. The Tenderer will charge retrospectively based on actual costs and specify daily rates.

3.6 Tax-related requirements (for all lots)

1. The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
2. The Contractor 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 Contractor 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. Contractor is 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. Contractor indemnifies 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 developing countries, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is **established in the Netherlands** and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M). 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. Contractor 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

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. Non-Dutch companies can send their invoices in PDF format by email which will be made clear in the Further Agreement.

3.8 Travel policy (for all lots)

The following travel policy must be adhered to:

1. 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 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, et cetera) in the execution of the assignment.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

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

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

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

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

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

For information on types of evidence, see Section 2.89 of the Public Procurement Act.

<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

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

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

Please refer to <https://ec.europa.eu/tools/ecertis/search>

eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

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

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

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

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

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

4.3.2 Reference data (technical qualifications)

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

Core Competences lot 1 - SME Ecosystem Development Expert for Sustainable and Community-Based Tourism

1. Tenderer has proven experience with driving a transition in the tourism sector in developing countries through the development and implementation of a locally-owned strategy and building effective multi-stakeholder partnerships.
2. Tenderer has proven knowledge of and experience with the development and implementation of paid-for-service models for the tourism sector in developing countries, including commercial service delivery to companies and organisations.

Core Competences lot 2 - SME Export and Company Development Trainer & Coach in Sustainable and Community-Based Tourism

1. Tenderer has proven experience with training and coaching of sustainable and/or CBT businesses, including tour operators, ecolodges and excursion

providers, in the development of sustainable and/or CBT product packages for the EU market. 2. Tenderer has an up to date and active network of EU buyers in at least two of the main EU tourism markets (buyer countries/regions), including an active network in the EU market for sustainable and CBT products.
Core Competences lot 3 - Local Expert Stakeholder Management and Coordination
1. Tenderer has an active and relevant network in the Egyptian tourism sector, preferably sustainable and/or CBT which can be utilised for the implementation of the project. 2. Tenderer has proven experience with project coordination for (semi) governmental organisations/donor organisations, including organising logistics for projects or events in Egypt.

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 assignment if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence: Annex 2 "Reference assignments" (Be aware: submit together with the 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.

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

1. A maximum of 90 points can be obtained for your response to the 'written' award criteria as described in 5.2.1 up to and including 5.3.3 (for lot 1), 5.3.4 up to and including 5.3.6 (for lot 2), 5.3.7 up to and including 5.3.9 (for lot 3). The Tenderer must score a minimum of 50 out of 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of 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 rice/rates.
2. Assessment of the prices/rates with a maximum of 10 points. If the daily rate is higher than the maximum amount mention for the relevant lot (see 3.5), the tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + prices) will be determined. The maximum total points that can be obtained is 100 points per lot.

5.2 Quality criteria

In your tender submission be sure to:

- Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
- Ensure that your responses are closely aligned with specific positions or examples listed in your CV. This applies to all experts involved in executing the assignment, including members of a consortium or subcontractors. Submit a CV containing at least the following sections:
 - a. Education
 - b. Work experience
 - c. Language skills
- The roles and responsibilities in the assignment taken by the Tenderer and the other possible consortium partners or subcontractors needs to be clearly motivated and described in your Tender and your answer to the questions as stated in this Chapter. Please make sure to clearly mention who will be the lead expert.
- Describe the answers in your Tender for the award criteria in this Chapter in order of the given award criteria.

5.3 Award criteria

Lot 1: SME Ecosystem Development Expert for Sustainable and Community-Based Tourism

5.3.1 Award criteria relating to knowledge, experience and competence

Provide for this award criterion the following information:

1. Your relevant knowledge, experience and competencies in a concise CV, which meets the requirements mentioned in sections 3.1 and 3.2.

Max. no. of points available	Assessment aspects
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30	The extent to which the Tenderer has knowledge, experience and competencies that fit this assignment, please see the requested requirements under section 3.2. The above mentioned item will be awarded a maximum of 30 points.
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5.3.2 Award criteria relating to developing and implementing sector transition strategies for the tourism sector in developing countries

Provide for this award criterion the following information:

1. Give two examples in which you have successfully developed and implemented a locally-owned strategy with a wide range of public and private sector stakeholders in the sustainable of CBT sub-sector in a developing country. Provide a concise description of your approach, the step-by-step process, exit strategy and scaling strategy, the obstacles encountered and critical factors for success.

Max. no. of points available	Assessment aspects
30	1. The extent to which the description of the Tenderer of its experience with designing and executing the sector transition approach with a clear project scaling and exit strategy, including two examples in the tourism sector, is clear, relevant, specific and complete. Per example you can receive a maximum of 15 points

5.3.3 Award criteria relating to the development of commercially viable service delivery models for service providers in the tourism sector

Provide for the award criterion the following information:

1. Describe in a concise manner a maximum of three types of services you believe tourism businesses in Egypt will need to require to improve their CBT offer and achieve successful exports to the EU. Give for each type of service an example of an 'out-of-the-box' service provider that could be involved in delivering each of these services.
2. Describe in a concise manner your approach to coaching public and private service providers, in developing sustainable and scalable business service delivery models for tourism businesses in the Egyptian tourism sector.

Max. no. of points available	Assessment aspects
30	1. You can receive a maximum of 15 points for your answer to question 1. The extent to which each of type of service described by the Tenderer and its corresponding example of an 'out-of-the-box' service provider is clear, relevant, realistic, specific and complete. 2. You can receive a maximum of 15 points for your answer to question 2. The extent to which the approach of the Tenderer to coaching public and private service providers, in developing sustainable and scalable business service delivery models for companies in the sector is clear, relevant, realistic, specific and complete.

Lot 2: SME Export and Company Development Expert in Sustainable and Community-Based Tourism

5.3.4 Award criteria relating to knowledge, experience and competence

Provide for this award criterion the following information:

1. Your relevant knowledge, experience and competencies in a concise CV, which meets the requirements mentioned in sections 3.1 and 3.2.

Max. no. of points available	Assessment aspects
30	The extent to which the Tenderer has knowledge, experience and competencies that fit this assignment, please see the requested requirements under section 3.3. The above mentioned item will be awarded a maximum of 30 points.

5.3.5 Award criteria relating to expertise and approach in export coaching and training for Egyptian tourism businesses, including product development/packaging

Provide for this award criterion the following information:

1. Describe in a concise manner your approach to coaching and training Egyptian tourism businesses, including, tour operators, ecolodges and excursion providers, in developing and implementing an action plan aimed at achieving more sustainable and community-based-tourism product packages aligned to European market demand.
2. Describe in a concise manner the main barriers (max. 3) you anticipate Egyptian tourism businesses will encounter in developing and marketing of these product packages, and how you would support participating businesses to overcome these barriers.
3. Describe in a concise manner how you would encourage the Egyptian tourism businesses in the project to take a leadership role in identifying, testing out, scaling and sharing best practices, alongside other sector partners, considering potential reluctance or barriers they may face.

Max. no. of points available	Assessment aspects
30	1. You can receive a maximum of 10 points for your answer to question 1. The extent to which the approach of the Tenderer to coach and train a group of Egyptian tourism businesses in developing more sustainable and inclusive community tourism products aligned to European market is clear, relevant, specific and complete. 2. You can receive a maximum of 10 points for your answer to question 2. The extent to which the barriers described by Tenderer and corresponding solutions to overcome these obstacles are clear, relevant, specific and complete. 3. You can receive a maximum of 10 points for your answer to question 3. The extent to which the Tenderer's approach to encourage the Egyptian tourism businesses in the project to take a leadership role in identifying, testing out, scaling and sharing best practices alongside other sector partners, considering potential reluctance or barriers they may face is clear, relevant, realistic, specific, and complete.

5.3.6 Award criteria relating to EU tourism market network

Provide for this award criterion the following information:

1. Provide a concise description of your network in the relevant European tourism markets, identifying where you see the main opportunities for more sustainable and inclusive community-based-tourism products from Egypt.
2. Explain your strategy for engaging EU buyers in the project and outline your approach to effectively connecting exporting tourism businesses 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 extent to which the description of the Tenderer of its network and its identification of the main opportunities for more sustainable and inclusive community tourism products from Egypt is clear, relevant, specific and complete. 2. You can receive a maximum of 15 points for your answer to question 2. The extent to which the strategy for engaging EU buyers in the project and the Tenderer's outline to effectively connect exporting tourism businesses with potential EU buyers through successful matchmaking is clear, relevant, realistic, specific and complete.

Lot 3: Local Expert Stakeholder Management and Coordination

5.3.7 Award criteria relating to knowledge, experience and competence

Provide for this award criterion the following information:

1. Your relevant knowledge, experience and competencies in a concise CV, which meets the requirements mentioned in sections 3.1 and 3.4.

Max. no. of points available	Assessment aspects
30	1. The extent to which the Tenderer has knowledge, experience and competencies that fit this assignment, please see the requirements under section 3.4. The above mentioned item will be awarded a maximum of 30 points.

5.3.8 Award criteria relating to stakeholder management and network in the Egyptian tourism sector

Provide for this award criterion the following information:

1. Provide a concise description of your network in the Egyptian tourism sector, and how you expect to leverage your network for the implementation of the project, taking into account the power dynamics in the Egyptian tourism industry and how this may impact the achievement of the project goal of fostering more sustainable and CBT.
2. Describe in a concise manner your approach in building and maintaining of a relevant network in the Egyptian tourism sector, to drive sector transition processes around more sustainable and community-based-tourism.

Max. no. of points available	Assessment aspects
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30	1. You can receive a maximum of 15 points for your answer to question 1. The extent to which Tenderer describes his/her network in the tourism sector in Egypt, and how the expert expects to leverage his/her network for the implementation of the project, by taking into account the power dynamics of the sector, is clear, relevant, specific and complete. 2. You can receive a maximum of 15 points for your answer to question 2. The extent to which the approach of the Tenderer in building and maintaining a relevant network in the Egyptian tourism sector is clear, relevant, specific and complete.
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5.3.9 Award criteria relating to project coordination, including arranging logistics, in the Egyptian context

Provide for this award criterion the following information:

1. Describe in a concise manner what kind of arrangements you expect to make for this project and how you will facilitate coordination and logistics.
2. Describe in a concise manner two examples in which you have successfully solved problems related to logistics and organisation for a donor organisation or multinational company in Egypt.

Max. no. of points available	Assessment aspects
30	1. You can receive a maximum of 15 points for your answer to question 1. The extent to which Tenderer's description of the expected arrangements and how Tenderer will facilitate coordination and logistics is clear, relevant, specific and complete. 2. You can receive a maximum of 15 points for your answer to question 2. The extent to which the Tenderer's two examples of successfully having solved problems related to logistics and organisation are clear, relevant, specific and complete.

5.4 Assessment method for qualitative award criteria

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

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

5.5 Assessment of preferences in relation to prices/rates

Please for this award criterion fill in annex 7: Prices/rates and add to TenderNed.

Lot 1: SME Ecosystem Development Expert for Sustainable and Community-Based Tourism

Daily rate for an international expert	Awarded Points
> € 750	Exclusion from the tender process
€741 up to and including €750	0
€731 up to and including €740	1
€721 up to and including €730	2
€711 up to and including €720	3
€701 up to and including €710	4
€691 up to and including €700	5
€681 up to and including €690	6
€671 up to and including €680	7
€661 up to and including €670	8
€651 up to and including €660	9
€650 and <€650	10

Lot 2: SME Export and company development Trainer & Coach in Sustainable and Community-Based Tourism

Daily rate	Awarded Points
> € 750	Exclusion from the tender process
€741 up to and including €750	0
€731 up to and including €740	1
€721 up to and including €730	2
€711 up to and including €720	3
€701 up to and including €710	4
€691 up to and including €700	5
€681 up to and including €690	6
€671 up to and including €680	7
€661 up to and including €670	8
€651 up to and including €660	9
€650 and <€650	10

Lot 3: Local Expert Stakeholder Management and Coordination

Daily rate	Awarded Points
> € 400	Exclusion from the tender process
€391 up to and including €400	0
€381 up to and including €390	1
€371 up to and including €380	2
€361 up to and including €370	3
€351 up to and including €360	4
€341 up to and including €350	5
€331 up to and including €340	6
€321 up to and including €330	7

€311 up to and including €320	8
€301 up to and including €310	9
€300 and <€300	10

The maximum daily rate for lot 1 is €750, - excl. VAT, for lot 2 the maximum daily rate is €750 - excl. VAT, for lot 3 the maximum daily rate is € 400,- excl. VAT.

Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any 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 consist 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 consist of 3 steps:

1. A maximum of 90 points can be obtained for your response to the 'written' award criteria as described in 5.2.1 up to and including 5.3.3 (for lot 1), 5.3.4 up to and including 5.3.6 (for lot 2), 5.3.7 up to and including 5.3.9 (for lot 3) The Tenderer must score a minimum of 50 out of 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of 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 rice/rates.
2. Assessment of the prices/rates with a maximum of 10 points. If the daily rate is higher than the maximum amount mention for the relevant lot (see 3.5), the tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + prices) will be determined. The maximum total points that can be obtained is 100 points per lot.

6.4 Determination of definitive total score

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

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

Lot 1: 5.3.2 (Award criteria relating to developing and implementing sector transition strategies for the tourism sector in developing countries)

Lot 2: 5.3.5 (Award criteria relating to expertise and approach in export coaching and training for Egyptian tourism businesses, including product development/packaging)

Lot 4: 5.3.8 (Award criteria relating to stakeholder management and network in the Egyptian tourism sector)

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. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.4.

7.3 General procedure

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

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

7.3.1 Communication

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

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

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):

Gert Goorhuis via gert.goorhuis@rvo.nl

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

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

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

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

Answers from the Tendering Authority

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

7.3.4 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](#).
- 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
Award criteria	Tender, including a general response to the Tendering Authority's award criteria, including CVs.	Add to TenderNed
Annex 2	Prices/rates	Add to TenderNed
Annex 6	Reference assignments (paragraph 4.3.2)	Add to TenderNed

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

7.3.16 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.

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

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 Dutch or English.

The Tender must be submitted in English.

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

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract(s). Only the definitive Contract(s) 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 15 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. A Further Agreement states the specific Services to which it relates and its duration, within the scope of this Tender

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: Prices/Rates

Annex 3a: Draft Framework agreement

Annex 3b: Data processing Agreement

Annex 4: ARVODI-2018

Annex 5: Complaints Procedure

Annex 6a: References Lot 1

Annex 6b: References Lot 2

Annex 6c: References Lot 3