Tender Document

Invitation to tender in accordance with the European open procedure for the procurement services regarding the learning and knowledge sharing project living income Orange Cocoa Pro in Côte d'Ivoire.

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Contents

Definition of terms

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

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

CdI	Côte d'Ivoire
CEFR	Common European Framework of Reference for Languages
CERF	Climate and Energy Response Facility is a flexible facility with a focus on climate change mitigation. CERF facilitates the follow-up of policy dialogues on climate mitigation ambitions and actions between Dutch diplomatic missions and partner countries. The facility focuses on solving challenges and co-creating practical solutions that suit the local context. CERF also aims to mobilise experts from different professional disciplines, financiers and local stakeholders to speed up transition pathways. < https://english.rvo.nl/subsidies-financing/cerf#what-is-cerf%3F>.
CFA	The West African CFA franc (French: franc CFA or simply franc) is the currency used by eight independent states in West Africa which make up the West African Economic and Monetary Union: Benin, Burkina Faso, Côte d'Ivoire, Guinea-Bissau, Mali, Niger, Senegal and Togo.
CHIS	Cocoa Household Income Study
CII	Cocoa Income Inventory
CV	Curriculum Vitae
ESPD	European Single Procurement Document
EU	European Union
GVA	Certificate of Conduct for procurement ('Gedragsverklaring Aanbesteden')
IC	Impact Cluster

K2K	Knowledge to Knowledge
OCP Programme	Orange Cocoa Programme
PLR	Project Lead Requirement
PMEL	Planning, Monitoring, Evaluation and Learning
TED	Tender European Daily
TR	Team Requirements
VAT	Value Added Tax

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the **Learning and knowledge sharing project living income Orange CocoaPro in Côte d'Ivoire.**

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

1.1 Tendering Authority IUC-EZ

This tendering process is being conducted on the instructions of the Dutch Enterprise Agency (RVO).
IUC-EZ will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

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

The Embassy of the Netherlands Multi Annual Country strategy of Côte d'Ivoire focusses on HGIS 5 (sustainable trade and investment) and to a lesser extent on HGIS 6 (sustainable development). These objectives are merged in the integrated approach for two combi-tracks[1]: horticulture and cocoa.

This proposed learning and knowledge project is part of the cocoa-track Orange Cocoa Pro (OCP), which aims to:

i. promote living income of cocoa farmers

ii. create employability for youth and women and

iii. create small scale local processing.

This will be done through a programmatic approach focusing on professionalization, diversification and valorisation of the cocoa bean and its by-products, and by positioning NL businesses and organisations with solutions for local challenges in different parts of the value chain.

1.3 Time schedule

The schedule below applies to this tendering process.

13 November 2024	Issuing of publication, start of tendering period.
2 December 2024, before 13.00 pm CET	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).

[1] A combi-track refers to private sector development efforts jointly done by companies, civil society organisations and knowledge institutions. More information can be found at https://www.rvo.nl/onderwerpen/overzicht-combitracks.

12 December 2024	Issuing of Memorandum of Information
6 January 2025, before 13.00 pm CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
6 January 2024 up to and including 10 February 2025	Assessment of Tenders.
10 February 2025	Announcement of the award of the Contract.
3 March 2025	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
25 February 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
After 3 March 2025	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

2.1.1 Project purpose

The purpose of the project is to identify, process and embed the learnings from the different Orange Cocoa Pro(OCP)-activities, focusing on the relationship between local processing and a potential increase in the living income of households in the cocoa sector.

The project will:

i. **promote the knowledge management and exchange within and among the three partnerships**[2] on how (small scale) local processing can contribute to a **living income of households in the cocoa sector.** These insights enable **adaptive management** of OCP and within the individual partnerships based on relevant insights – thus the learnings will be made available to the larger stakeholder group and can be actively processed into the planned and ongoing interventions;

ii. **Contributing to the global research agenda on** understanding the direct and indirect effects of local processing on the living income of cocoa-producing households, and identify the "levers of change", based on the three OCP business cases.

iii. **Foster cooperation and partnerships between Ivorian and Dutch knowledge institutes on the topic of living income** (and specifically its relation to local processing). The project learnings will be made available to the larger scientific community.

The main/direct target group of the project are the OCP-partners in consortia and (Dutch and Ivorian) knowledge and/or research & development (R&D) institutes. Indirectly, the project will contribute to understanding the impact of local small scale processing and the income of households involved in the cocoa sector, thus these households are considered indirect target groups.

2.1.2 Project background and problem analysis

2.1.2.1 Local context & market situation

The cocoa sector is the biggest contributor to CdI's GDP and employment, making it one of its most important sectors: over 1 million people are working in this sector and it dominates the export sector (2023). CdI is also the biggest world exporter of cocoa, responsible for more than 40% of the cocoa bean exports worldwide, whilst 74% of cocoa grown in CdI is currently exported in the form of beans. One quarter of the exported cocoa beans have the Netherlands as their destination, making the Netherlands the primary importer country for cocoa beans from CdI. Globally, CdI and Ghana dominate 80% of the cocoa production and export, although Latin America is a growing player in the cocoa markets.

Nevertheless, the sector suffers from significant socio-economic ecological and sustainability challenges, namely a significant portion of cocoa farmers do not earn a living income, lack of traceability in the supply chain, persistent existence of child labour on farms, and ecological issues of deforestation, monoculture crop dependency, land degradation and chemical product use weaken the farms' productive capacity and soil fertility.

Farmers' low income is a key constraint to raising productivity, hindering investment, business expansion, and the diffusion of more sustainable agronomic practices. This lack of means, skills and knowledge makes it extremely challenging to innovate and improve in the local production capacity (400-500kg vs potential of 2t). Additionally, the lack of investments for local value

[2] Further details of the three OCP partnerships can be found in Annex 7: "Orange Cocoa Pro Overview".

creation and processing relates to the fact that most beans are exported raw and only 26% is exported semi-processed.

The industry is quite concentrated, causing a power disparity along the value chain: the top three cocoa processors, Barry Callebaut, Cargill, and OLAM, account for about two-thirds of global cocoa bean grinding (2015); whilst the top five companies in the chocolate industry, including Mars, Mondelez, Ferrero, Nestlé, and Hershey, contribute to over 50% of the global branded chocolate value. This concentration of power is evident in cocoa production, which mainly occurs at small farms, where 600,000+ cocoa farmers in CdI receive minimal monetary returns (only 6% of the 100 billion industry goes to the farmers).

2.1.2.2 Critical Market Developments

Increased accountability

The European Union has approved the Directive on Corporate Sustainability Due Diligence (CSDD)[3], that aims to foster sustainable and responsible corporate behaviour in companies' operations and across their global value chains. The new rules will demand that companies in scope identify and address adverse human rights and environmental impacts of their actions inside and outside Europe. This adds an increased pressure on companies to comply with strict ESG guidelines and safeguarding traceability of their products and respective inputs throughout the value-chain. Additionally, the EU regulation on deforestation-free products[4] is expected to reduce the EU's impact on global deforestation and forest degradation, as under this regulation, any operator or trader who places these commodities on the EU market, or exports from it, must be able to prove that the products do not originate from recently deforested land or have contributed to forest degradation. These regulations apply to any company that wishes to do business with/within the EU.

Localization of cocoa processing

An important recent development is the ambition of the local authorities to shift to more local processing, with the goal of 100% cocoa beans grown in CdI to be processed into at least paste before they are exported by 2030. Several international companies are already transferring processing capacity to CdI.

By localizing processing, the authorities expect to have a better value capture of the production value-chain.

The localization of cocoa processing does not automatically guarantee local value retention and equitable distribution, as large scale commercial processing is significantly dominated by foreign multinationals, leading to a concentration and outflow of gains. Although large-scale cocoa processing facilities do create job opportunities, the overall gains do not trickle down significantly to farmers and cooperatives in growing regions.

Production challenges & market uncertainties

Cocoa production is increasingly threatened by climate change. As extreme weather events become more frequent, they render some regions less suitable for cocoa growing. Prolonged dry seasons, less rainfall, extreme temperatures, and the appearance of new pests and diseases have reduced both cocoa yields and quality. Specifically the black pod and swollen shoot have severely affected the 2023/2024 harvests. As the vast majority of farmers do not earn a living income, since the farm gate price set by the government has been too low, farmers have not invested in fertilisers, pesticides and new plants to increase productivity (currently CFA 500/kg). Next to that, many of the cocoa trees are old and unproductive and renewing the trees needs a long-term

[3] European Commission, "Corporate Sustainability Due Diligence", < https://commission.europa.eu/business-economy-euro/doing-business-eu/sustainability-due-diligence-responsible-business/corporate-sustainability-due-diligence_en>.

[4] European Commission, "Regulation Deforestation Free Products" <https://environment.ec.europa.eu/topics/forests/deforestation/regulation-deforestation-free-products_en>.

investment (ie. a cocoa tree will need 5 to 6 years to give its first fruits). The above environmental, climate-related and production challenges in combination with years of low farm gate prices have led to a 30% decrease in production and exports from West Africa overall in the 2023/2025 season. With this decrease in production, Ghana and Côte d'Ivoire have not fulfilled orders worth hundreds of thousands of tonnes, and there is a reduced faith in both countries being able to honour future contracts.

2.1.2.3 Orange Cocoa Pro programme

Orange Cocoa Pro description

The Orange Cocoa Pro (OCP) programme aims to increase local value and income in the cocoa sector in Côte d'Ivoire by promoting, supporting and assembling best practices in small scale local cocoa processing.

The overarching OCP goals are (1) a living income for cocoa farmers, (2) improved employability of women and youth, (3) circularity, (4) and promoting Dutch private solutions[5].

Small-scale commercial processing has been selected for the OCP programme as a strategy to meet in the middle between the CdI government (ie. by 2030 100% cocoa beans to be processed in CdI) and the Netherlands (ie. maintain relevant cocoa sector player position) development goals.

There is a major opportunity for value creation in CdI in the vast quantity of by-products generated at the post-harvest and primary processing stages.

The OCP will invest in niche markets for developing processed cocoa products led by farmer cooperatives, namely cocoa bean to mass, pulp to juice and husk to biomass potential. Programme partners will set up business cases and work on strengthening the enabling environment.

Specifically, the OCP intervention strategy focusses on the following three partnerships[6]:

- Bean to mass (RVO CIC23CIS05)
- Pulp to juice (RVO FVO22015)
- Biomass to pigments, xylitol, fibres (RVO CIC23CIS06)

The role of small scale, local processing in increasing towards a living income of households in the cocoa sector has received little attention in the living income research programme.

The Contractor will be a key knowledge partner and have a role in (1) contributing to evidence-based learning support throughout the planning, monitoring, evaluation and learning cycle within and between the three consortia on how small scale local commercial processing can contribute to living income; (2) studying the link between small-scale commercial processing and living income with local partners (and this contribute to the research agenda) and (3) establish meaningful partnerships between Dutch and Ivorian knowledge institutions.

The first objective contributes to continuous learning and adaptations throughout the OCP programme, the second contributes to outreach and building the knowledge base on the link between local processing and living income (individually and in comparison with other interventions), and the third establishes the basis for a longer term commitment into the living income and local processing agenda.

OCP history and development

Various Dutch initiatives are implemented by numerous organizations to make the sector more sustainable, but an overview or integrated and coordinated approach is lacking. The challenges are numerous as are the opportunities to make this sector more inclusive, productive and sustainable. Since the Netherlands is an important player in cocoa, we share the responsibility. Therefore the Ministry of Foreign Affairs has selected the cocoa sector in CdI as a focus area for a combined and

[5] The Orange Cocoa Pro directly contributes to the foreign policy objectives of The Netherlands. For more information, see < [Overzicht Combitracks: Ondernemen met impact in opkomende markten (rvo.nl)](rvo.nl)>.
[6] The three business cases can be found in Annex 7 : "Orange Cocoa Pro Overview".

programmatic approach within the combi-country program (where aid and trade investments are combined). This cocoa combi-track will aim to promote 1) Living income, 2) Youth / women employability and 3) Circularity by investing in small scale commercial local processing.

The OCP programme has been developed over the past two years in several areas, namely studies (Post harvest handling RVO PST22CI02, LNV/EKN Metabolic material flow; Partners for Innovation CERF study "local processing of cocoa with a positive climate impact "), in country travel missions (validation visit RVO CSS23CI01 and SARA Conference PTM23CI01)) and seminars (RVO CST23CI01 cooperative selection, RVO CSS23CI01 Cocoa/Amsterdam Cocoa week seminar)[7].

2.1.3 Project approach

In sum, the sector presents several challenges from child labour to deforestation issues, being one of the most prevalent challenge the sub-par level of income that households in the cocoa value-chain earn.

There is limited research on the impact of local processing on living income, despite several initiatives gathering significant data sets.

The present project intends to contribute to the knowledge and learning agenda on how small scale local processing can contribute towards a living income for households in the cocoa value-chain, so that insights can be spread and applied in other contexts. The three aforementioned OCP business cases will be the subjects of study, and so these cases will also benefit from the obtained insights. Finally, the basis for a research agenda on the topic will be set through the strengthening of a partnership between Dutch and Ivorian knowledge institutes.

Methodology

The Contractor shall address the following research question: **under what conditions and with which actionable levers of change does the cocoa local small scale processing and valorisation of cocoa by - products contribute towards a living income of households in the cocoa sector?**

The research question includes two levels of analysis: i. the contextual conditions in which the parties operate and ii. the specific levers of change that can be acted upon, specifically in the three business cases. The levers of change should enable actors to address imbalances in value chain distributions. The research question also encompasses the longer term sustainability of living income gains and resilience of households in the face of extreme weather events and a changing climate.

The focus will be on the living income status of households in the cocoa sector. The subjects of research are the "households in the cocoa sector", therefore not exclusively smallholder farmers (though admittedly they might comprise the majority of the research subjects), but also groups such as sharecroppers, cocoa farmers in the indirect supply chain, and individuals exclusively active in processing activities.

The Contractor shall propose a research methodology that combines qualitative and quantitative methods, applied primarily to the three specific business cases. However, if there is an additional business case on local small-scale cocoa processing in Côte d'Ivoire, the Contractor is encouraged to add that case to the sample group.

The Contractor shall consider the following (non-exhaustive) list of sources:

- Cocoa Household Income Study (CHIS) methodology towards collecting and analysing income data in the cocoa sector;
- Cocoa Income Inventory (CII) that aims to aggregate and share updates on farmer income levels and the key drivers behind farmers' incomes;
- (Other)

The Contractor shall explore the action research method, in order to be able to apply learned lessons within the OCP impact clusters. Action research is a research method that aims to

[7] All relevant documentation related to the background studies and reports will be made available to all tenderers.

simultaneously investigate and solve an issue. In other words, action research conducts research and takes action at the same time.

The Contractor shall consider the role of gender in its research and analyze women's work opportunities, the effects on their workload/well-being and other socio-economic factors relevant for this research.

M&E role of Impact Clusters (ICs)

The current study does not substitute the PMEL plans and activities of each impact cluster. The Contractor shall take their PMEL plans as input for its own study design, specifically the defined baselines of each impact cluster, identify gaps and opportunities to align and finetune the study design and provide potential input for the PMEL plan, in case applicable.

Furthermore, the Contractor shall consider the progress reports of the impact cluster activities as input in its study, and a base of analysis for the purposes of adaptive management (result #2 – see below).

The ICs remain responsible for the implementation of their projects, including the M&E elements. The Contractor should be well aware of these activities of the ICs, in order to prevent duplication and collaborate efficiently (e.g. in farmers visits).

ICs have the final say in whether or not they adjust their activities based on recommendations by the Contractor.

2.1.4 Expected results of the assignment

This assignment will work on an important part of the Orange Cocoa Pro (OCP) enabling environment: the **learning agenda of the OCP-track**. This project is the next and foreseen activity of the OCP intervention strategy and builds on the activities that are now being implemented through the three impact clusters[8].

Firstly, it intends to facilitate the applied learning, **knowledge management and exchange between the three clusters** on how local processing can contribute to a living income. It is therefore expected to produce insights that improve the implementation of the intervention strategy.

Secondly, the project sets the basis for further knowledge building on the effects of local processing on living income - the objective of this combi-track, and thus a **direct contribution to the broader research agenda** on living income based on the three case studies of the Orange Cocoa Pro Programme[9].

Thirdly, the project intends to build **partnerships between Ivorian and Dutch knowledge institutes.**

[8] Further details of the three OCP partnerships can be found in Annex 7 : "Orange Cocoa Pro Overview".

[9] Ibidem.

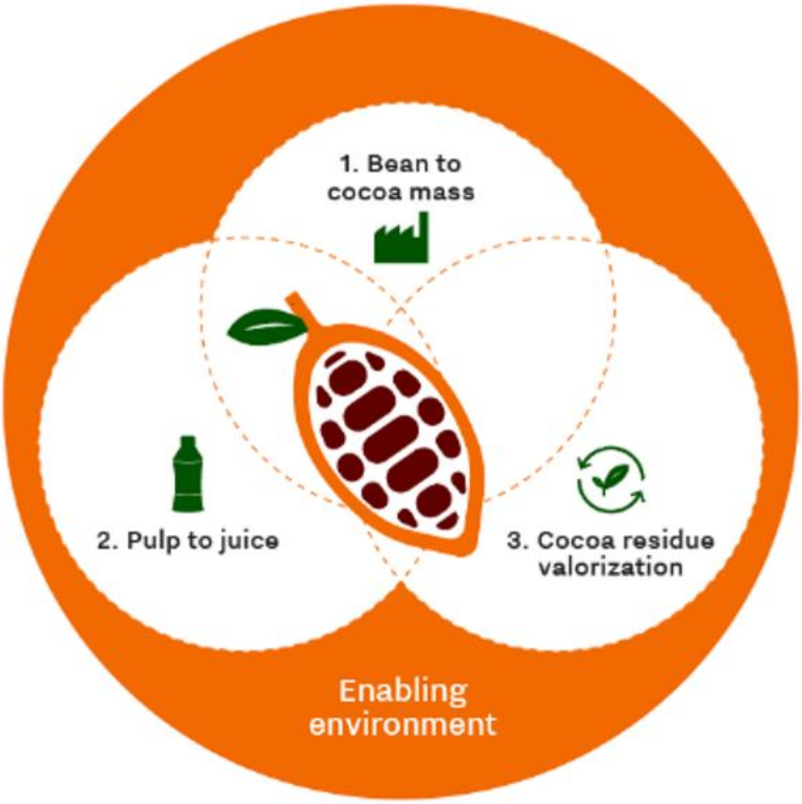

Figure 1. Processing the 3 parts of the cocoa fruit locally.

The Theory of Change for the OCP programme is based on four pillars, to which the three different business cases contribute:

i. Valorisation of the cocoa pod is stimulated while reducing CO2 emissions – especially business case 3 Cocoa residue valorization;
ii. Improved income and working conditions of farmers, focused on youth and women – more economic value trickles down to the cooperative and small household level due to smaller scale processing - business case 1, 2 and 3;
iii. Local environment enabled for inclusive, innovative and productive cocoa processing sector - business case 1, 2 and 3
iv. Dutch investments and collaboration in local cocoa processing is increased – Dutch companies benefit from the transition to small scale local processing and are well positioned by the OCP combi-track - business case 1, 2 and 3.

The PMEL plan should be informed by the relevant assumptions and key performance indicators. This project addresses the following learning question: *"How and under what conditions can local small scale commercial processing contribute to reaching the living income of cocoa-producing households?"*

When addressing this learning question, the longer term sustainability of improved income should be taken into consideration; in other words, how can a household maintain its gains over the longer term. Additionally, the project also intends to shed a light on the household (income) resilience when confronted with shocks such as extreme weather and the changing climate.

Expected Results

1. **The direct and indirect effects of (small scale local (commercial) processing on the living income of cocoa-producing communities are identified, as well as the "levers of change", based on at least the three OCP case studies.**

Outputs

1a. The OCP partnerships contribute to and collaborate with the broader research agenda on the relationship between living income commercial processing;

1b. Yearly report on the project's progress (also see "general" below);

1c. Dissemination event of the main research conclusions (see communication strategy).

2. **Recommendations and guidance on knowledge management and exchange within and among the three OCP impact clusters on the contribution of local (small-scale) processing to the living income of cocoa sector producing households are formulated in order to allow for adjustment of the programme when necessary.**

Outputs

2a. Yearly learning sessions with the OCP clusters (three total) on living income;

2b. Yearly recommendations for adaptive management in the PMEL-agenda of OCP;

2c. Learning agenda developed for the learning question : "To what extent does small scale local commercial processing contribute towards a living income for households in the cocoa value-chain?";

2d. Research insights are used to inform changes in project approach and management by the impact cluster implementing partners in their respective roles;

2e. The research insights should inform the partnerships adaptive management practices, preferably during the actual research (ie. action research method).

3. **A partnership between Ivorian and Dutch knowledge institutes on the theme of living income (and more specifically its relationship with local processing) is established.**

3a. Memorandum of Understanding on the cooperation between Ivorian and Dutch knowledge institutes on living income (and its relationship to local processing) is signed, defining the framework for cooperation and partnership;

3b. Joint research agenda is developed;

3c. Joint education programmes and similar opportunities for K2K collaboration are identified (and possibly kickstarted);

3d. Yearly articles for dissemination of findings;

4e. Yearly partnership meetings.

General

Yearly progress reports in French and English.

Communication and outreach strategy.

Learning sessions summary, action points and follow-up are produced and insights processed into impact cluster implementation strategy (ie. adaptive management) and finetuning of research agenda

Regular progress meetings between the project team and RVO

Final project report delivered by November 2027 (narrative and financial), in French and English.

Presentation session of the final project results.

Co-authorship[10] of academic and non-academic articles related to points 1., 2. and 3.

2.2 Lots

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

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of three years, 31 December 2027 is the latest date for project total conclusion, including final reporting deliverables.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value EUR 250,000.00 excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees. It is not allowed to charge Netherlands VAT over this amount if the registered office off the Contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

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

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

[10] Given the intended set-up of the project consortium (ie. knowledge-to-knowledge partnership) it is expected that publications will be done collaboratively, hence the co-authorship.

3. Requirements to this assignment

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

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.
The tenderer will be as explicit and specific as possible in the underlying justifications submitted that attest to the required experience and expertise under "3. Requirements of this assignment".

3.1 Requirements relating to the work

3.1.1 The work needs to be executed according to the description of the assignment as stated in chapter 2;
3.1.2 Contractor will actively engage in the project steering committee to be set up and to comply with set procedural agreements on division of tasks and responsibilities in the project team, RVO, EKN Côte d'Ivoire, Impact Cluster partners and other stakeholders;
3.1.3 All final project documentation will be done in English and French (ie. Intermediate versions can be done in the language deemed most appropriate);
3.1.4 All communication with the RVO project team can be done either in French or English. The project team will assign one point of contact for communication coordination with RVO (this can be the project leader or other);
3.1.5 Implementation of the project is subject to legal and regulatory framework of Côte d'Ivoire;
3.1.6 Contractor will treat all information derived within the scope of this assignment as confidential;
3.1.7 Contractor will abide by the highest academic ethical research standards and uphold privacy regulations.
3.1.8 RVO 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 RVO service provision.

3.2 Requirements relating to the project team

The tenderers tender shall include the names, functions/roles and CVs of the members of the project organisation proposed by the Tenderer. This is based on what is reasonably foreseeable in terms of required expertise for an expert individual at the time of tendering.
A change in the team will always be submitted to the RVO project leader for prior approval.
The Tenderer guarantees the required deployment and availability of the advisors proposed in its tender during the period of the Agreement's duration, and, in the event of project team members dropping out, ensures timely replacement by employees with a similar profile so that the project's planning and completion times are not jeopardised. Risks of downtime, and costs for replacement are at the Contractor's expense and risk.
By tendering, the Tenderer declares that it is willing and able to respond flexibly within the tendered budget should additional expertise be required at any time. A change in the team will always be submitted to the Contracting Authority for prior approval.

The project team has demonstrable knowledge and/or experience in a number of partial specialisms (named below as TR1 to TR8, where TR = Team Requirements).

The project team as a whole meets the qualification requirements as stated for the various sub-specialties. These requirements therefore do not apply to each individual consultant, but to the project team as a whole unless otherwise indicated for a particular requirement. Each qualification as listed below should be present in at least one member in the team. This one team member should contribute substantially to the execution of the assignment and/or delivery of (sub)products.

3.2.1 General requirements of the project team

Two exceptions are made to the assertion that not each individual member must possess proficiency/experience in certain skills: items TR 1 and TR 2 are expected to be present in all team members:

TR 1: Language skills – English
Demonstrable excellent communication skills in English, both spoken & written. Therefore, all experts must demonstrate effective communication skills in both spoken and written English in their CVs. A proficiency level of at least C1 as per the Common European Framework of Reference for Languages (CEFR) (or comparable) is required. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C1 CERF;
TR 2: Intercultural skills
Proven well-developed intercultural sensitivity skills, evident from a relevant track record of professional activities set in different cultural contexts and/or countries, and working with diverse teams.

Requirement Nr	Description Team Requirement
TR 3	**Language skills – French** : French proficiency has to be safeguarded by the team as a whole, yet the proficiency requirement does not necessarily apply to each individual team member. 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 C2. **Language skills – Dutch**: Dutch proficiency is welcomed.
TR 4	Strong project management and stakeholder management abilities, with a minimum of 5 years of relevant experience.
TR 5	Strong network and presence in the Dutch and the Ivoirian cocoa sector, with a formal role in knowledge generation and dissemination, thus strengthening the cocoa sector.
TR 6	Experienced in training, workshops moderation and learning sessions.
TR 7	Proven relevant track record in (applied) academic research.
TR 8	Experienced in working in the West-African context, specifically in the Ivorian cocoa sector.
TR 9	The team shall have a solid local embeddedness, knowledge and experience, next to a high understanding of the cocoa sector of expertise

3.2.2 Requirements relating to knowledge and professional experience of the project team

Requirement Nr	Description Team Requirement
TR 10	The project team must be able to strengthen and develop knowledge to knowledge partnerships between the Netherlands and Côte d'Ivoire.
TR 4	Excellent knowledge of the latest trends and developments, distribution channels, and market players in the cocoa sector in Côte d'Ivoire, in relation to the Netherlands specifically and the EU at large.
TR 5	Fully acquainted with the latest (large and small scale) processing supply chain issues in the Ivorian cocoa sector.
TR 6	Profound knowledge of regulations and legislation that create the context and dependent variables for the living income level in the cocoa sector.
TR 7	Project team with a preferred demonstrable track-record in researching the living income topic, being acquainted with a wide spectrum of methodological approaches.
TR 8	Fully proficient in relevant research methodologies amongst, including those that consider action research.

3.2.3 Requirements relating to the project leader

Requirement Nr	Description Project Lead Requirement (PLR)
PLR 1	The project leader has at least five (5) years of demonstrable experience as a team leader of complex international and multi-stakeholder (research) programs, preferably related to private sector development in general and the cocoa sector in particular.
PLR 2	Qualified senior project leader with a university degree (master's level or similar experience level) in a field relevant to this project.
PLR 3	Demonstrated experience in international project management, specifically in developing countries in the African context, and preferably West-Africa.
PLR 4	Proven experience in institutional and governance aspects of multi-stakeholder research programmes, preferably in the African context, and specifically West-Africa.

3.2.4 Requirements relating to project management

During the implementation of the project the Contractor shall keep the Contracting Authority periodically informed of progress, on agreed frequency. This may only be deviated from after mutual consultation between the project leaders of both parties.

The contractor is obliged to communicate proactively to the contracting authority if, during the performance of the assignment, matters stagnate that (may) have a negative impact on the realisation of the objectives of the assignment. The Contractor is expected to provide timely advice (solicited and unsolicited) on the identified bottlenecks, so that damage or loss of time is prevented, or at least reduced.

The Contractor is prepared to verbally explain the draft and final/interim reports.

The Contractor is integrally responsible for the project-based execution of the assignment, so that there is always an up-to-date overview of the state of affairs, and the agreements applicable in the project and the status of the intermediate products, and budget. To this end, the Contractor shall ensure a complete, up-to-date and correctly arranged document in the English language, which shall be made accessible to the Contracting Authority upon request.

3.3 Requirements relating to the prices/rates

3.3.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment. The maximum total price will not exceed € 250,000. excluding Dutch VAT and (if applicable) including local foreign VAT and all other costs and/or fees.

3.3.2 It is not allowed to charge Netherlands VAT over this amount if the registered office off the contractor is outside The Netherlands. RVO pays the Netherlands VAT to the Netherlands tax authority.

3.3.3 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

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

3.3.5 The Tenderer will provide a budget with hourly/daily rates, specified according to the various duties, and give a total price.

3.3.6 The agreed (maximum) total price and rates are fixed and invariable for the duration of this Agreement.

3.4 Tax-related requirements

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

3.4.2 The Tenderer will quote the prices according to the following structure:

- the amount excluding Dutch VAT and any VAT due outside the EU;
- the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
- the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

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

3.4.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.4.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

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

3.4.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you must 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.

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

3.5 Invoicing requirements

3.5.1 The following payment schedule applies:

- 15% after signing of the Contract;
- 25% after approval of the first 6 month progress report and research plan approval;
- 25% after approval of the report of year 1 activities, and plan for year 2 of the project;
- 25% after approval of the report of year 2 activities, and plan for year 3 of project implementation;
- 10% after approval of the final report.

3.5.2 **For companies established in the Netherlands only**

E-invoicing

Please send the invoices electronically to:
Rijksdienst voor Ondernemend Nederland (RVO)
Internationaal Ondernemen – Private Sector Ontwikkeling PSD Toolkit
Organisation identification number (OIN): 4000000172000
Please include order number/reference: PKB23TD02
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.

Would you like to know more about how you can send an e-invoice? More information can be found in the e-invoicing leaflet for the central government via the website of the e-invoicing Helpdesk: helpdesk-efactureren.nl

If the invoice does not meet the above requirements or is not sent in the manner stated, this may result in the invoice not being processed or the payment term being extended.

For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands. You can send your invoice by e-mail in PDF format to io@rvo.nl.

3.7 Environmental requirements

3.7.1 The Tenderer must possess all environmental permits required in order to fulfil this assignment.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

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

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

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

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

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

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

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

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

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

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

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):
Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

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

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

4.3.2 Reference data (technical qualifications)

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

- Proven experience in relevant (applied) academic research topics, research agenda development; such as in agri-food value-chain, socio-economic impact studies and specifically the cocoa sector and living income research topics;
- Proven experience with multi-cultural capacity building and coaching, specifically of cooperatives and entrepreneurs;
- Proven experience in managing complex multi-stakeholder (research) programmes.

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 five years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignment(s) must be at least € 200.000 excluding VAT. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

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

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

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

The references must also demonstrate that they have a value of at least EUR 200,000.00

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

4.4 Professional/trade register extract

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.
A maximum of 100 points can be obtained for your response to the award criteria.

1. A maximum of **80 points** can be obtained for your response to the "written" award criteria as described in, 5.2.1 up to and including 5.2.3. The Tenderer must score a minimum of 50 points out of the total of 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of **20 points.** If the maximum total price is higher than the maximum amount mentioned in paragraph 3.1.1, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is 100 points.

5.2 Quality criteria

5.2.1 Award criteria relating to the plan of approach

The work plan needs to include the approach, expert team deployment (including a short description on each of the experts' professional background and experience), time dedication per expert as part of this project in working days, communication and project management strategy, risk evaluation/mitigation strategy.
The Tenderer must submit a plan of approach regarding the assignment, which consists of and will be assessed on the assessment aspects as stated in the table below:

Max. no. of points available	Assessment aspects
45	i. The extent to which the proposed plan of approach convincingly attains the defined goals and deliverables, in which the different activities and deliverables have been formulated and translated into specific working packages, based on a clear and realistic project planning (the planning being linked to the activities, goals and results), supported by a thorough risk and mitigation strategy; ii. The extent to which the research methodology can be expected to produce relevant and actionable research insights; iii. The extent to which the defined project management strategy, project team governance, role distribution and decision-making structure enables an accountable and well-functioning project management; iv. The extent to which the proposal reflects understanding the objectives of the Orange Cocoa Pro (OCP) programme and reflects understanding of the context of this project and how it relates to other OCP activities.

	v. The extent to which an effective dissemination of results to key sector specific interested parties is supported, and a fluid transfer of knowledge is achieved amongst OCP and research project partners, with a special emphasis on the Ivoirian partners, to further localization efforts; vi. The extent to which the plan of approach considers the foundational elements (and sets the basis for) for future knowledge to knowledge partnerships between Dutch and Ivoirian entities. Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4. All named topics have the same weight. Your response should not exceed 20 pages A-4. The 20 page limit applies to the core proposal and not to annexes such as CVs. Be aware: If you use more than 20 pages A-4, all the extra pages will not be taken into account for assessment and will not be part of the Contract.

5.2.2 Award criteria relating to the team of experts

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

In providing your response on the award criteria, please also submit the individual team member's CVs with relevant (academic) publications and experience with a clear description of roles, responsibilities and main results achieved. The project team lead is an integral part of the project team.

Max. no. of points available	Assessment aspects
30	*For this criterium, the CVs of the Project Team you will submit with the Tender will be assessed on the extent of experience. Therefore, make sure the relevant context is clearly reflected.* i. The relevancy of professional network within relevant public organizations, private sector, financial sector and knowledge institutes in Côte d'Ivoire related to the cocoa sector, including how this network will be used in this project; ii. The degree of expertise in living income in the cocoa sector and (small scale) processing in the cocoa sector and in academic actionable research, including how this expertise will be used in this project; iii. The degree of operational expertise with capacity building and training support in West African countries, preferably in Côte d'Ivoire and specific to the cocoa value-chain, including how this expertise will be used in this project;

	iv. The degree of operational expertise with complex multi-stakeholder research programme management, including how this expertise will be used in this project; v. The extent to which the proposed expert deployment is in relation to the project's activities and deliverables, including an internal role/task division between team leader(s), international experts and Ivoirian experts, and ensuring a balanced time dedication (based on the budget overview, including time per expert) of the team members (including the Project Lead). Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4. All named topics have the same weight.

5.2.3 Award criteria related to the budget quality
The budget quality is assessed according to the criterion below:

Max. **no. of points available**	Assessment aspects
5	Budget quality, feasibility, level of detail and transparency. (a.o. distribution of hours and the connection to the different activities and deliverables identified as part of the plan of approach).

5.3 Award criteria relating to the total price(exclusive of VAT)

See 5.5 for the assessment of the total price

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

5.4 Assessment method for qualitative award criteria

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

Quality of the response	**Weighting percentage of the maximum points available per preference**
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%

fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.5 Assessment of preferences in relation to the total price

The Tenderer will provide an overview of the total price applicable to this assignment by filling in appendix 2 entitled 'Financial Proposal' and adding to TenderNed.
Points will be awarded according to the total price offered in the offer according to the following table, up to a maximum of 20 points.
Tenders with a price above EUR € 250,000.- excluding Dutch VAT and (if applicable) including all local VAT and fee will be rejected and set aside and excluded from further participation in the tendering process.
The points awarded for the total price will be based on the price ranges specified in the following table:

Higher than	Up to and including	Awarded Points
€ 0	€ 200.000	20
€ 200.000	€ 202.500	19
€ 202.500	€ 205.000	18
€ 205.000	€ 207.500	17
€ 207.500	€ 210.000	16
€ 210.000	€ 212.500	15
€ 212.500	€ 215.000	14
€ 215.000	€ 217.500	13
€ 217.500	€ 220.000	12
€ 220.000	€ 222.500	11
€ 222.500	€ 225.000	10
€ 225.000	€ 227.500	9
€ 227.500	€ 230.000	8
€ 230.000	€ 232.500	7
€ 232.500	€ 235.000	6
€ 235.000	€ 237.500	5
€ 237.500	€ 240.000	4
€ 240.000	€ 242.500	3
€ 242.500	€ 245.000	2
€ 245.000	€ 247.500	1
€ 247.500	€ 250.000	0
€ 250.000		**Exclusion from the tender process**

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

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

1. An assessment committee will assess the award criteria. The assessment committee consists of minimum 3 adequately equipped and expert assessors. First, the assessors will assess your written responses on the qualitative award criteria individually. Hereafter the assessment committee will determine a final score by consensus per award criterion, during a plenary meeting. A maximum of 80 points can be obtained for your responses to the award criteria. Tenderers who do not meet the minimum number of points of 50 points on these criteria are set aside and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of 20 points. If the maximum total price is higher than the maximum amount mentioned in paragraph 3.1.1, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points.**

6.4 Determination of definitive total score

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

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

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

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such 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 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.
You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.
If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): andjanie.ramadhin@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 (EZ). 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 confidentional 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	A separate response to each of the Tendering Authority's award criteria. Also the CVs of the expert(s) that demonstrate their experience, knowledge, skills and abilities for the purpose of the requirements (paragraph 3.2) and the award criteria (paragraph 5.2.2) and for award criteria 5.2.3 a specified financial proposal. An estimate of the number of hours including corresponding hourly rates, per activity/phase/employee. In addition, you must provide the maximum total price in Euros (excluding and including VAT) for the execution of the contract.	Add to TenderNed
Annex 2 Prices	- The quoted maximum total price included in the quotation. You must provide the maximum total price in Euros excluding Netherlands VAT and (if applicable) including local foreign VAT and all other costs and/or fees for the execution of the contract in Annex 2.	Fill in in, legally sign and 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.

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

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

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

7.3.20 Communication and language

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

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

During the fulfilment of the contract, communication must be conducted in 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. Only the definitive Contract will apply during the execution of the assignment.

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

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

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

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

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

Interest in relation to the judgement

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

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
Annex 3a: Public Service Contract ARVODI 2018
Annex 3b: Data processing Agreement ARVODI 2018
Annex 4: ARVODI-2018
Annex 5: Complaints Procedure
Annex 6 : "Orange Cocoa Pro Overview"