



Tender Document

**Invitation to tender in accordance with
the European open procedure for the
procurement of experts for the CBI project
to promote decent work in Bangladesh's
small leather goods and bags sector**

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Contents

Definition of terms	5
1. Introduction.....	7
1.1 Tendering Authority and IUC-EZ	7
1.2 CBI introduction	7
1.3 Reason for this invitation to tender.....	8
1.4 Time schedule	9
2. Description of assignment	11
2.1 Description and objective of the assignment	11
2.2 Target group and beneficiaries.....	14
2.3 Target market	14
2.4 A systems approach for sector transitions	15
2.5 Expert roles.....	15
2.6 Role of the expert within the project team	17
2.7 Lots.....	17
2.8 Contract Period.....	18
2.9 Scope of the assignment.....	18
3. Requirements to this assignment.....	20
3.1 General requirements	20
3.2 Language requirements	21
3.3 Requirements relating to knowledge and to professional experience for lot 1: systems change expert for sustainable leather ecosystem development.....	21
3.4 Requirements relating to knowledge and to professional experience for lot 2: leather sector expert for sustainable leather ecosystem development, business coaching and market development	22
3.5 Requirements relating to knowledge and to professional experience for lot 3: expert for local project implementation and coordination.....	22
3.6 Requirements relating to the prices/rates (for all lots).....	22
3.7 Tax-related requirements (for all lots).....	23
3.8 Invoicing requirements (for all lots).....	24
3.9 Travel policy requirements (for all lots).....	24
4. Requirements concerning the Tenderer	25
4.1 Introduction	25
4.2 Exclusion Grounds	25
4.3 Suitability Requirements.....	25
4.3.1 <i>Financial and economic standing</i>	26
4.3.2 <i>Reference data (technical qualifications)</i>	26
4.4 Professional/trade register extract	27
5. Award criteria and assessment.....	29
5.1 Introduction	29
5.2 Quality criteria.....	30
5.2.1 Award criteria relating to knowledge, experience and competence	30

5.2.2	Award criteria relating to expertise in ecosystem development for systemic change ..	30
5.2.3	Award criteria relating to expertise in service development.....	30
5.2.4	Award criteria relating to knowledge, experience and competence	31
5.2.5	Award criteria relating to business and social compliance coaching	31
5.2.6	Preferences related to EU leather market network	32
5.2.7	Award criteria relating to knowledge, experience and competence	32
5.2.8	Award criteria relating to arranging logistics in the Bangladeshi context.....	32
5.3	Assessment method for qualitative award criteria.....	33
5.4	Assessment of preferences in relation to prices/rates	33
6.	Assessment of the Tender	35
6.1	Assessment of the Tender's completeness and legal validity	35
6.2	Assessment of requirements relating to the assignment	35
6.3	Assessment of award criteria relating to the assignment	35
6.4	Determination of definitive total score.....	35
6.5	Assessment of evidence.....	36
7.	Submission procedure for Tenders.....	37
7.1	Statement of agreement.....	37
7.2	Schedule	37
7.3	General procedure	37
7.3.1	<i>Communication</i>	37
7.3.2	<i>eHerkenning</i>	37
7.3.3	<i>Questions and additional information/changes</i>	38
7.3.4	<i>Validity period and submission of Tender</i>	38
7.3.5	<i>Variants on Tender</i>	38
7.3.6	<i>Costs of submitting a Tender</i>	38
7.3.7	<i>Termination of tendering process</i>	38
7.3.8	<i>Order of precedence of documents</i>	38
7.3.9	<i>Information about the Tenderer's obligations</i>	38
7.3.10	<i>Guide Information security and Privacy for suppliers</i>	39
7.3.11	<i>Inconsistencies and objections</i>	39
7.3.12	<i>Complaints procedure</i>	39
7.3.13	<i>Dispute resolution</i>	39
7.3.14	<i>Submission of the Tender</i>	39
7.3.15	<i>Structure and content of the Tender</i>	40
7.3.16	<i>Legally binding signature</i>	40
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i>	41
7.3.18	<i>Single Tender</i>	42
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	42
7.3.20	<i>Communication and language</i>	42
7.3.21	<i>General terms and conditions</i>	42

7.3.22	<i>Contract conditions</i>	42
7.3.23	<i>Explanation and verification of the Tender</i>	43
7.3.24	<i>Request for supplementary information concerning the Tender</i>	43
7.3.25	<i>Announcement of the award of the Contract</i>	43
7.4	Further Agreements within the Contract.....	43
7.4.1	<i>Further agreements within the Contract</i>	43
Annexes		44

Definition of terms

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

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

Specific terminology and abbreviations

CEFR	Common European Framework of Reference for languages
EU	European Union
PM	CBI Programme Manager
SMEs	Small and Medium-sized Enterprises

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the CBI project to promote decent work in Bangladesh's leather goods and bags sector. Three different types of experts are sought:

1. Systems change expert for sustainable leather ecosystem development;
2. Leather sector expert for sustainable leather ecosystem development, business coaching and market development;
3. Expert for local project implementation and coordination.

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

1.1 Tendering Authority and IUC-EZ

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

1.2 CBI introduction

CBI supports the transition towards inclusive and sustainable economies. We focus on transitions in sectors in developing countries, working towards becoming more inclusive and sustainable. All our projects lead towards the same impact areas. We aim to contribute to the transition towards inclusive and sustainable sectors by:

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

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

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

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

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

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

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

This tender pertains to the implementation of the CBI project focused on the promotion of decent work in Bangladesh's small leather goods and bags sector. Details regarding this assignment can be found in section 2 and subsequent sections. A checklist and additional information on how to apply for this tender are available in section 7.

1.3 Reason for this invitation to tender

CBI is implementing a project in Bangladesh's small leather goods and bags sector to contribute to the achievement of the following long-term vision:

The Bangladeshi small leather goods and bags manufacturing and export sector is capable of meeting social compliance standards, thereby providing decent jobs for its workers.

The project ambition is that:

The ecosystem around the small leather goods and bags manufacturing and export industry in Bangladesh supports companies in seizing the EU market opportunities through social compliance. SMEs that embrace these opportunities provide jobs that are more decent to their workers, which includes gender inclusiveness and improved worker representation.

Background information

Bangladesh's small leather goods and bags sector faces significant challenges in providing fully decent jobs for its workers, particularly women, who represent 70% of the workforce in leather goods manufacturing. Although the sector is a major contributor to exports, it struggles with meeting international social and environmental compliance standards, which limits its access to lucrative European markets. SMEs in this sector often lack the resources and ecosystem support to address these issues, resulting in poor working conditions, low wages, and limited job security and opportunities for workers. This project aims to:

- Support SMEs in the small leather goods and bags sector to develop socially compliant business models, with particular attention to the challenges faced by female workers.
- Strengthen the ecosystem to ensure the services, skills, and support needed for decent job creation and sustainable growth are available.
- Facilitate sector alignment and collaboration to ensure the sector's future resilience.

Expertise sought

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

Lot 1: Systems change expert for sustainable leather ecosystem development. This expert will play a key role in advancing the project's goal of fostering a socially compliant small leather goods and bags sector that provides decent jobs to its workers. The expert will conduct research to assess why the current ecosystem does not adequately support companies in accessing opportunities and services needed for social compliance and decent job creation. A needs assessment will be conducted among SMEs to understand their specific challenges. Based on the findings, the expert will support public and private service providers

in developing financially viable solutions to meet these needs. Key focus areas include building awareness and urgency among sector stakeholders about the EU market opportunities through social compliance; collaborating with sector counterparts to enhance Bangladesh's position and reputation in export markets through sector branding; supporting the development of social compliance, export, and financial services for SMEs; and developing best practices for skills development. The expert will lead sector alignment initiatives, bringing stakeholders together to strategize for future resilience, share best practices, focusing on social compliance and decent work. The expert will also assist institutional stakeholders in better facilitating the sector in becoming socially compliant, possibly through the development of a code of conduct or specific guidelines. This role includes engaging all relevant ecosystem partners to ensure the long-term sustainability and impact of the project's outcomes. By applying systems change strategies, the expert will help build an ecosystem that embraces and takes ownership of the topics of social compliance and decent job creation.

Lot 2: Leather sector expert for sustainable leather ecosystem development, business coaching and market development. This expert will work closely with small leather goods and bags SMEs to develop socially compliant business models. This includes guiding SMEs toward social certification (BSCI and/or SEDEX), implementing social compliance monitoring systems, establishing worker representation mechanisms, and promoting gender-inclusive work practices. The goal is to work with SMEs on diverse strategies, identifying best practices for capturing EU market opportunities through adopting socially compliant models while improving job quality for workers. The expert will identify and engage with key players in the leather ecosystem to support the shift towards a more socially compliant sector, by using the developed best practices by SMEs described above and or with other sector stakeholders. With a scaling strategy in mind, the expert will facilitate the collection and dissemination of best practices through sector associations and other forums to inspire adoption of the best practices by other companies in the sector together with the systems change expert for sustainable leather ecosystem development and the expert for local project implementation and coordination. Identifying potential second movers early on is critical, ensuring their interest and needs are understood, and sharing this information with the project team to develop strategies for effective scaling. The expert's role is to actively support and coach SMEs, while fostering a broader shift toward social compliance across the sector.

Lot 3: Expert for local project implementation and coordination. This expert will provide crucial support to the initiatives led by the experts from 1 and 2. The expert's responsibilities include project, stakeholder and logistical coordination, follow-up coaching and research support. The expert will engage with various sector stakeholders to ensure the seamless implementation of the project within the Bangladeshi small leather goods and bags sector, ultimately aiming to achieve the intended systems change. The expert plays a vital role in ensuring the project runs smoothly and that all stakeholders remain motivated and engaged.

Note that besides the experts mentioned in Lots 1-3, additional experts with further and more specialized thematic expertise — on subjects such as Corporate Social Responsibility — may be contracted in separate assignments to support the project's implementation. The experts contracted under this Tender will work closely both amongst themselves and with any other experts who may be contracted by CBI outside the framework of this Tender. This collaborative approach aims to achieve the project's objectives efficiently and cohesively. Final decisions regarding planning of interventions and activities, monitoring results, the allocation of specific assignments and coordination between experts will be made by the CBI Programme Manager to ensure smooth project execution and to minimize role overlap.

1.4 Time schedule

The schedule below applies to this tendering process.

30 January 2025	Issuing of publication, start of tendering period.
19 February 2025, 14:00 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).
28 February 2025	Issuing of Memorandum of Information
13 March 2025, 14:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 12 up to and including week 16	Assessment of Tenders.
22 April 2025	Announcement of the award of the Contract.
12 May 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.
7 May 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
16 May 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

Bangladesh's small leather goods and bags sector faces significant challenges in providing decent jobs. While the leather and leather goods sector is a crucial contributor to Bangladesh's economy, being the second-largest export industry, it struggles to meet international social and environmental compliance standards, which limits its access to more lucrative markets like the European Union. SMEs lack the resources and support needed to become socially compliant, leading to poor working conditions, low wages, and limited job security for their workers. Furthermore, the sector's reputation in international markets suffers due to ongoing issues with product quality, environmental compliance, and a lack of alignment with global design trends.

The ecosystem surrounding the leather goods and bags sector is currently insufficient in providing the necessary services, skills development, and financial support required for SMEs to compete internationally while ensuring social compliance and decent work conditions. While large companies in Bangladesh have made strides in meeting international standards, smaller players, particularly SMEs, face significant barriers in accessing the tools and knowledge needed to comply with international market demands, such as BSCI or SEDEX certifications.

This project aims to address these challenges by:

- Supporting SMEs in the small leather goods and bags sector to develop socially compliant business models, with particular attention to the challenges faced by female workers.
- Strengthening the ecosystem to ensure the services, skills, and support needed for decent job creation and sustainable growth are available.
- Facilitating sector alignment and collaboration to ensure the sector's future resilience.

Project approach

By applying systems change strategies, the project will foster an ecosystem that encourages SMEs to adopt socially compliant practices while improving the overall competitiveness of Bangladesh's small leather goods and bags sector in international markets. The project is structured around two solution pathways.

Pathway 1: Social compliance

This pathway focuses on addressing the current lack of pressure and incentives for social compliance among small leather goods and bags manufacturing SMEs. The following root causes have been identified:

- *Lack of awareness:* Insufficient awareness of EU market opportunities through social compliance, coupled with inadequate information, support, and services to achieve it.
- *Lack of scrutiny and support:* Minimal scrutiny and support from enabling environment actors to address social compliance and decent work at the SME level.
- *Lack of worker organization:* Poor worker organization in leather goods manufacturing, resulting in a lack of advocacy and pressure for better working conditions.

To address these issues, the project will:

- Raise awareness:
 - Collaborate with key sector players, such as sector associations, to raise awareness among stakeholders about the EU market opportunities available through social compliance.
 - Highlight the increasing urgency of social compliance due to stricter EU requirements and Bangladesh's impending loss of Least Developed Country status, which will require meeting Generalized Scheme of Preferences+ (GSP+) sustainability standards.
 - Work towards a platform/working group with key sector players who take ownership of the urgency.
- Develop socially compliant business models with partner SMEs:
 - Work towards achieving social certification (BSCI or SEDEX).
 - Implement social compliance monitoring mechanisms.
 - Establish worker representation mechanisms.

- Adopt gender-inclusive work practices.
- Partner SMEs may focus on different aspects, aiming to identify best practices for capturing EU market opportunities while providing more decent jobs to workers.
- Share best practices:
 - Disseminate the best practices of partner SMEs through sector associations to raise interest among other stakeholders in working towards socially compliant business models.
 - Identify potential second movers early on in project implementation.
- Support institutional stakeholders:
 - Assist institutional stakeholders in better facilitating small leather goods and bags manufacturing SMEs in becoming more socially compliant, possibly through the development of a code of conduct or specific guidelines.
- Develop accessible services:
 - Collaborate with public and private stakeholders to develop accessible services for social compliance. Although a solid system for social certification exists in Bangladesh, it can be difficult for SMEs to access due to costs. The project aims to analyse this dynamic further and develop solutions that make social certification attainable and attractive for SMEs.

Pathway 2: Ecosystem development

This pathway focuses on making the Bangladeshi leather sector ecosystem more conducive for companies to offer quality products and connect with buyers, enabling them to grasp the EU market opportunity through social compliance and thereby offer more decent jobs to workers. The following issues have been identified:

- *Poor sector reputation:* Minimal interest from buyers due to significant environmental and social compliance issues in the sector.
- *Lack of export-enhancing services:* Insufficient support and services to enable leather goods exports to high-value markets such as the EU.
- *Insufficient product quality:* A lack of quality training and educational options for the sector results in weak design and production capacities.
- *Lack of access to finance:* Difficult access to finance for SMEs, making it hard for them to invest in improvements.

To address these issues, the project will:

- Support sector branding:
 - Assist relevant sector players in rolling out a sector branding strategy and equip relevant institutional stakeholders to continuously work towards improving the sector's reputation among buyers. These efforts will coincide with companies improving their practices in compliance with sustainability standards.
- Develop export-enhancing and financial services:
 - Assess the specific needs of small leather goods and bags manufacturing SMEs regarding financial and export-enhancing services. Support public and private service providers in developing financially viable services to effectively address these needs.
- Develop best practices for skills development:
 - Research the educational and skills development needs in the sector and partner with SMEs and educational institutions to develop best practices to address these needs. This may include in-house worker skill development training at the SME level or introducing a new design curriculum at the university level.

Connecting pathway 1 and 2

In support of both pathways, sector stakeholders will be brought together to discuss the sector's future resilience. The aim will be to share best practices and strategize for the future, focusing on compliance with social standards, and supporting stakeholders in agreeing on actionable steps.

Through the interventions described above, the goal is to support the sector in such a way that small leather goods and bags manufacturing SMEs can export socially certified products to the EU and thereby offer more decent jobs to their workers.

Inception phase

During the inception phase, the project will carry out research and assumption testing to gather insights that will shape the execution phase. The inception phase of the project serves several objectives, guided by underlying assumptions:

Objective	Assumptions
Create a shared sense of urgency and commitment to seize the opportunities through social compliance, addressing current gaps and preparing for upcoming stricter GSP+ and BSCI requirements.	- Social compliance issues are not being addressed due to a lack of awareness about market opportunities and a lack of urgency felt by sector stakeholders to take action. - Joint action is not being undertaken because there is no structure to facilitate this.
Get clear insight into the opportunities for Bangladeshi SMEs in the European small leather goods and bags market using social compliance as a leverage, and generate interest among buyers to become partners in the project and source from our partner SMEs.	- There is room for Bangladesh in the European leather goods market. - Social compliance provides still a window of opportunity for Bangladeshi leather goods SMEs.
Identify and promote the active participation of a group of motivated partner SMEs in the small leather goods and bags segment.	- There are SMEs that are able and willing to participate in the project. - The SMEs are willing and able to invest in developing socially compliant business models. - They are willing and able to address worker representation within their company. - They are willing and able to work towards an improved position of women within their company. - They are willing and able to test new services in the areas of social compliance, export enhancement and finance. - They are willing and able to develop best practices for worker skills development. - They are committed to share best practices to promote social compliance within the sector.
Get clear insight into the segment of small leather goods and bags manufacturing SMEs: number of SMEs, number of SMEs who export or have the ambition to export, potential scope of first and second mover cohorts.	- There is a group of potential second movers that can be involved in the project as part of the envisaged scaling strategy.
Gain clearer insights into the position of women workers in small leather goods and bags manufacturing SMEs.	- The position of women within these companies is currently insufficiently understood, and there is a lack of policies to support them. - Upward mobility is a key issue; women are often overlooked for jobs.
Gain clearer insights into the position of youth in small leather goods and bags manufacturing SMEs.	- Youth are interested in working for leather goods manufacturing SMEs. - Youth encounter specific challenges when working or trying to find work in this sector that needs to be taken into account in the project interventions.

Identify key public and private service providers in the field of social compliance, as well as potential partner organizations with expertise on worker representation.	- There is a well-functioning social compliance service provision system in Bangladesh, but SMEs find it difficult to access it for various reasons.
Promote the active participation of key institutional stakeholders to push for social compliance.	- A suitable sector association can be found to disseminate best practices. - Institutional stakeholders are willing and able to support efforts for better social compliance in the sector.
Create a shared sense of urgency and willingness to take joint action to address the impact of lack of a (strong) branding strategy and implementation action plan which hampers grasping the opportunity on the EU market.	- The poor reputation of the Bangladeshi leather sector among buyers is a key obstacle preventing companies from grasping existing market opportunities. - Action is not being undertaken because there is no vision or structure to facilitate this.
Identify key public and private service providers in the fields of export enhancement and access to finance.	- The lack of suitable and accessible export-related and financial services is a key obstacle preventing companies from grasping existing market opportunities.
Gain clearer insights into the skills development and education needs of leather goods manufacturing SMEs.	- There are significant gaps in worker skills and design capacities. - These gaps affect product quality, and limit SMEs from grasping market opportunities.

Execution phase

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

2.2 Target group and beneficiaries

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

- All stakeholders in the leather sector in Bangladesh, particularly:
 - o Actors in the enabling environment
 - o (potential) service providers
 - o Stakeholders who can support the shift towards a more socially compliant sector.

The target group for the activities to be carried out by the leather sector expert for sustainable leather ecosystem development, business coaching and market development (lot 2) of this tender consists of:

- SMEs active in the small leather goods and bags sector in Bangladesh
- European small leather goods and bags buyers
- Stakeholders who can support the shift towards a more socially compliant sector.

The target group for the activities to be carried out by the expert for local project implementation and coordination (lot 3) of this tender consists of:

- All stakeholders in the leather sector in Bangladesh involved in the CBI project.

2.3 Target market

The target market for this project is the segment of the EU and EFTA markets for small leather goods and bags that demands social compliance.

2.4 A systems approach for sector transitions

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

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

The process begins with demarcating the targeted system part, followed by envisioning a future-proof, well-functioning, sustainable sector. In this case, that vision is: "*The Bangladeshi small leather goods and bags manufacturing and export sector is capable of meeting social compliance standards, thereby providing decent jobs for its workers*". This vision guides the development of intervention strategies, continuously validated and refined by CBI project managers, external experts, and local stakeholders.

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

2.5 Expert roles

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

Lot 1: Systems change expert for sustainable leather ecosystem development

This expert:

- Applies systems change strategies to create a resilient ecosystem that fosters ownership of social compliance and decent work as fundamental principles.
- Engages relevant ecosystem partners to ensure the sustainability and long-term impact of the project's outcomes.
- Conducts research to analyse why the current ecosystem does not adequately support companies in accessing opportunities and services needed for social compliance and decent job creation.
- Performs a needs assessment among SMEs to understand their specific challenges related to social compliance, export readiness, and skills development.
- Advises on strategies for public and private service providers to develop financially viable solutions and services addressing SMEs' needs in the areas of social compliance, export and access to finance.
- Builds awareness and urgency among sector stakeholders about the opportunities in the EU market through social compliance and decent work practices.
- Collaborates with sector stakeholders to enhance Bangladesh's position and reputation in export markets through sector branding initiatives.
- Supports the development of best practices for skills development in the small leather goods and bags sector.
- Leads sector alignment initiatives, bringing together stakeholders to strategize for future resilience and share best practices in social compliance and decent work.
- Works with institutional stakeholders to facilitate the sector's progress toward becoming socially compliant, potentially through the creation of a code of conduct or sector-specific guidelines.
- Documents lessons learned and facilitates the dissemination of best practices to stakeholders to enhance sector-wide adoption of socially compliant practices.

One (1) to four (4) on-site visits per year are anticipated, with the exact number depending on the project's needs and any applicable constraints on international travel. The expert is expected to maximize the use of online platforms for meetings and coaching. The expert will collaborate closely with other experts contracted under this tender, as well as with any additional experts contracted outside the framework of this tender. The CBI Programme Manager will decide on intervention strategies per pathways, provide guidance for usage of CBI's tools for adaptive monitoring, will oversee the allocation of activities and strategic decisions, considering project requirements, stakeholder needs, and budget considerations.

Lot 2: Leather sector expert for sustainable leather ecosystem development, business coaching and market development

This expert:

- Works closely with small leather goods and bags SMEs to develop socially compliant business models that align with EU market requirements.
- Guides SMEs through the process of achieving social certifications such as BSCI and/or SEDEX, and implementing robust social compliance monitoring systems.
- Supports SMEs in establishing worker representation mechanisms and promoting gender-inclusive work practices to foster decent job creation.
- Advises SMEs on capturing EU market opportunities through socially compliant strategies while improving job quality for workers.
- Provides hands-on coaching and support to SMEs to ensure they implement and sustain socially compliant business practices.
- Identifies and engages, together with the experts from the other 2 lots or other experts CBI will involve, key stakeholders within the leather ecosystem to drive the sector's transition toward social compliance and develop joint solutions for social compliance.
- Facilitates the identification and documentation of best practices for social compliance and ensures their dissemination through sector associations and forums.
- Develops a scaling and exit strategies to encourage the adoption of best practices by other companies in the leather sector.
- Identifies potential second movers early in the project, assesses their interest and needs, and collaborates with the project team to create tailored strategies for effective scaling.
- Actively fosters a sector-wide shift toward social compliance by engaging with ecosystem partners, sharing insights, and supporting the alignment of stakeholders around socially responsible practices.

One (1) to four (4) on-site visits per year are anticipated, with the exact number depending on the project's needs and any applicable constraints on international travel. The expert is expected to maximize the use of online platforms for meetings and coaching. The expert will collaborate closely with other experts contracted under this tender, as well as with any additional experts contracted outside the framework of this tender. The CBI Programme Manager will decide on intervention strategies per pathways, provide guidance for usage of CBI's tools for adaptive monitoring, will oversee the allocation of activities and strategic decisions, considering project requirements, stakeholder needs, and budget considerations.

Lot 3: Expert for local project implementation and coordination

This expert:

- Coordinates project activities and logistics to ensure seamless execution.
- Engages with stakeholders to facilitate their involvement and commitment to project goals.
- Provides follow-up coaching to SMEs and other sector stakeholders as needed.
- Offers research support to inform strategic decisions and project development.
- Maintains, together with experts from lots 1 and 2, regular communication with sector stakeholders to foster engagement and monitor progress.
- Collaborates with experts from lots 1 and 2 to align activities and maximize impact.

The level of activity for this role will vary based on project requirements, management decisions, and the evolving needs and opportunities within the Bangladeshi small leather goods and bags sector. The activities should be performed on location in Bangladesh.

For all lots:

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

2.6 Role of the expert within the project team

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

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

Depending on the project's needs, CBI may contract additional external experts and service providers beyond those under this tender.

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

- If the underperforming expert belongs to a company or is a self-employed professional without staff (known in Dutch as zelfstandige zonder personeel, zzp'er), the company or self-employed professional without staff will be invited to suggest a replacement who meets the requirements and preferences for the assignment (at a minimum, the replacement should be at the same level as the expert being replaced). The self-employed professional without staff shall comply with the requirement stated in section 3.1 point 6.
- If the company or self-employed professional without staff are able to propose a replacement, which consist of more than one (1) expert candidate, CBI will select the best candidate.
- Before the replacement can be made, it must be approved by the Contracting Authority. A provision (amendment clause) will be included in the framework agreement stipulating that an expert may be replaced in case of poor performance or collaboration issues.

2.7 Lots

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

Lot	Number of framework agreements
1. Systems change expert for sustainable leather ecosystem development	1

2. Leather sector expert for sustainable leather ecosystem development, business coaching and market development	1
3. Expert for local project implementation and coordination.	1

2.8 Contract Period

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

- *Inception phase:* This phase will last one (1) year, from 16 May 2025 up to and including 15 April 2026, with a unilateral option for the Contracting Authority to extend the Contract by four (4) years for the execution phase. The Contractor will be informed in writing about the extensions of the Contract at the latest one month before the inception phase will end.
 - The information gathered during the inception phase will be used by CBI to determine how to further shape the project and whether to proceed with the execution phase. For the Contract to be extended to the execution phase, the Contracting Authority will have to be satisfied with the delivery of the contracted experts and confident that the goals of each lot will be met during the remainder of the project. Also no other unforeseen events have taken place on which grounds the Contracting Authority has to decide not to exercise its option to extend the framework agreement.
- *Execution phase:* This phase will start 16 May 2026 and last two (2) years with the possibility of extending with another two (2) years, for a total of four (4) years.

The total duration of the Contract is five years. If, for any reason, this project cannot be completed within the specified duration, including extension, the Contracting Authority has the option to extend this framework agreement by the time necessary to complete the project. If this is the case, this extension has to be executed within the maximum budgets per lot as mentioned in section 2.8.

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

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

2.9 Scope of the assignment

The Tendering authority has estimated a total maximum Contract value (including optional extension years) in EUR per lot as follows (exclusive of Dutch VAT and including all local VAT and other costs, fees/ third party costs, such as possible indoor rental/catering participants and/or consumables (paper, pen, etc.):

Lot	Maximum contract value in EUR excl. VAT
1. Systems change expert for sustainable leather ecosystem development	Maximum value inception phase: 95.000 Maximum value execution phase: 500.000 Maximum total contract value: 595.000
2. Leather sector expert for sustainable leather ecosystem development, business coaching and market development	Maximum value inception phase: 70.000 Maximum value execution phase: 400.000 Maximum total contract value: 470.000
3. Expert for local project implementation and coordination	Maximum value inception phase: 90.000 Maximum value execution phase: 360.000

	Maximum total contract value: 450.000
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The estimated values are an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation. Note that the budget for each lot has been established based on the assumption of one (1) expert per lot. If your tender includes multiple experts, any additional costs, such as time for coordination among the experts, must be covered by the Tenderer.

This Contract consists of various assignments, referred to as Further Agreements. It is expected that the Contracting Authority will publish every year two (2) or three (3) new Further Agreements. In addition, every half year a Further agreement will be formulated for 'on-going' tasks and activities. Besides these Further Agreements also a special Further Agreement can be published (for instance for a business trip with a specific theme). Yet it is unclear what will be the value of the Further Agreement.

The costs of this special Further Agreement should be included in the maximum total contract value

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

3. Requirements to this assignment

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

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

3.1 General requirements

For all lots:

1. **The lead expert, Single Point of Contact:** Multiple contact persons per lot are not allowed. One contact point per lot is needed for all project stakeholders and for contact with CBI.
 - If a collaboration is needed to fulfil the requirements in this section 3, then it is possible to submit a tender with a team of maximum two (2) experts, including the lead expert. Submitting a Tender with more than two (2) experts will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.
 - When submitting with a team, the lead expert should be clearly designated in your submission. The lead expert should at a minimum meet the following requirements:
 - Lot 1: Requirements 3.2 and 3.3.2.
 - Lot 2: Requirements 3.2 and 3.4.1.
 - Lot 3: Requirements 3.2 and 3.5.2.
 - The lead expert will be the single point of contact for all stakeholders. The possible other expert involved will have an advisory role towards the lead expert.
 - The lead expert is responsible to perform all the specific Services, which are stated in the Further Agreement within the framework contract. A possible second team expert can only perform supporting services for the lead expert, where needed.
2. **CV Submission:** All experts applying for this tender must include a Curriculum Vitae (CV) in their tender application. The CV's will be scrutinized to verify compliance with:
 - The language requirements for the applicable lot listed in section 3.2.
 - The specific requirements for the applicable lot described in this section (sections 3.3, 3.4 and 3.5 respectively).
 - If the tender application is made by a team, the CV of the lead expert will be checked for compliance with the minimum requirements defined for the lead expert as described above (for lot 1: 3.2 & 3.3.2; for lot 2: 3.2 & 3.4.1; for lot 3: 3.2 & 3.5.2).
3. **Independence and Conflict of Interest:** All experts applying for this tender must act fully independently and without any conflict of interest as a representative of CBI in the leather sector in Bangladesh. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in Bangladesh or importing companies that trade in products from developing countries covered by this tender. Any expert under this tender should be able to act fully independently under the strict requirement that no preferential advice will be given to any company or organisation which might favour the own interests of the expert. In case of potential risks of conflicts of interests during the execution of the tender, the tenderer can make these risks explicit in the tender application documents. In case of potential risk situations, the tender application documents need to show that 1. such risk for a potential conflict of interest is limited, and 2. that the expert has adequate mitigation measures in place in case a potential conflict of interest might arise. The tendering authority decides if the explanation is sufficiently plausible and if the two elements have been adequately proven in the tender application documents. In case a conflict of interest arises during the project implementation, RVO/CBI

reserves the right to take adequate measures, for example relevant clauses in further contracting agreements, and/or restricting the activities.

4. **Collaboration:** Proven experience in collaborating effectively with remote or cross-disciplinary teams. Please note: if an expert is not functioning properly in his/her role, i.e. unable to properly execute the assignment and/or collaborate effectively with experts in other lots, he or she will first receive a warning in writing, from the Programme Manager. If the collaboration does not improve, a second and last warning follows. If this does not resolve the situation, the Contracting authority is allowed to request Contractor to replace the expert for another expert or terminate the Contract for the respective lot.
5. **Coaching Schedule:** The coaching is done continuously throughout the year/week and not arranged via fixed days per week or per month. In principle, experts should be available all year round. This does not mean that the assignment requires full-time availability. Planning of activities and tasks is subject to discussion with and approval from the CBI Programme Manager.
6. **A self-employed professional without staff:** If you apply for this Tender as a self-employed professional without staff (known in Dutch as zelfstandige zonder personeel, zzp'er), you may only register/apply for this tender as a legal entity (e.g. private limited company). Also see section 7.3.18.

3.2 Language requirements

English: The official working language for interactions with companies, sector stakeholders, experts and CBI staff in the project is English. The reporting language during the project is also English. The lead expert for lots 1 and 2 should have a proficiency level of at least C1 as per the Common European Framework of Reference for Languages (CEFR) or comparable. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C1 CEFR. Native speakers will be considered as C2 CEFR. For lot 3 a proficiency level of at least B1 as per the CEFR is required or comparable. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to B1 CEFR.

3.3 Requirements relating to knowledge and to professional experience for lot 1: systems change expert for sustainable leather ecosystem development

- 3.3.1 At least five (5) years of experience, within the last ten (10) years, in facilitating public-private stakeholder collaboration to achieve systemic change.
- 3.3.2 At least two (2) years of experience, within the last ten (10) years, in conducting needs assessments and research aimed at identifying opportunities and bottlenecks for systems change within a sector.
- 3.3.3 At least three (3) years of experience, within the last ten (10) years, in providing institutional development support to sector actors in developing countries, such as sector associations and business support organisations.
- 3.3.4 At least three (3) years of experience, within the last ten (10) years, in coaching private sector service providers in developing countries on the development of new services.
- 3.3.5 At least three (3) years of experience, within the last ten (10) years, in applying Monitoring, Evaluation, and Learning (MEL) tools and methodologies to track project progress and inform adaptive management strategies.
- 3.3.6 At least one (1) year of experience with coaching and training through distant guidance techniques (e.g., e-mail, Skype, GoToWebinar, Zoom, Teams) within the last five (5) years.

3.4 Requirements relating to knowledge and to professional experience for lot 2: leather sector expert for sustainable leather ecosystem development, business coaching and market development

- 3.4.1 At least five (5) years of experience in the leather goods industry in a commercial, technical, or consultancy role within the last ten (10) years.
- 3.4.2 Experience with applying social compliance certification trajectories such as BSCI and SEDEX.
- 3.4.3 At least three (3) years of experience within the last ten (10) years with leather goods exporters in a developing country on improving their social compliance.
- 3.4.4 At least three (3) years of experience with B2B marketing and promotion of leather goods from developing countries in the EU market within the last ten (10) years.
- 3.4.5 At least three (3) years of experience within the last ten (10) years coaching leather goods exporters in a developing country on business and export management processes.
- 3.4.6 Experience with moderating, facilitating, and conducting trainings and workshops in developing countries on export development in the leather goods sector (at least five (5) trainings/workshops within the last five (5) years).
- 3.4.7 Up-to-date and active network of EU buyers and agents in the EU leather goods market. Tenderers should list the names of key companies or organizations they have interacted with in the last five (5) years.
- 3.4.8 At least one (1) year of experience with coaching and training through distant guidance techniques (e.g., e-mail, Skype, GoToWebinar, Zoom, Teams) within the last five (5) years.

3.5 Requirements relating to knowledge and to professional experience for lot 3: expert for local project implementation and coordination

- 3.5.1 At least three (3) years of experience in organizing logistics for companies, (semi) governmental organizations / donor projects in Bangladesh in the last five (5) years.
- 3.5.2 Demonstrable evidence of an active network within the Bangladeshi leather sector, which can be leveraged for systems change initiatives. Tenderers should detail in their CV the key partners and stakeholders in the sector they have worked with in the last five (5) years.
- 3.5.3 Minimum of two (2) years of experience in offering research support for project development and implementation in the leather sector or similar industries.
- 3.5.4 At least two (2) years of experience in delivering training and coaching support to stakeholders within the Bangladeshi leather sector or similar consumer industries.
- 3.5.5 Demonstrable experience in maintaining consistent and effective communication with multiple stakeholders to drive project goals. Tenderers should cite at least one (1) project from the past five (5) years where they successfully managed this.
- 3.5.6 Experience in arranging and facilitating business related issues in the Bangladeshi context, as well as capabilities in logistical 'troubleshooting'. Tenderer should cite at least one (1) instance or project where they have successfully managed such tasks.

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

- 3.6.1 The Tenderer will provide the rates in EURO applicable to this assignment by filling in the appendix entitled 'Prices/Rates' (Annex 7).
- 3.6.2 The 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 and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, costs related to visa applications (except costs payable to a foreign Embassy for visa application), local levies, taxes and VAT, and local travel and local accommodation expenses. "Local" is in this case the city where the expert is based.
- 3.6.3 The maximum daily rate, excluding Dutch VAT and including local VAT and other costs, for the lead expert under this Tender is as follows:
 - a. For Lot 1: 750 EUR
 - b. For Lot 2: 750 EUR
 - c. For Lot 3: 300 EUR

These daily rates are maximum rates. If Tenderer offers a higher rate per expert, the Tender is set aside and excluded from further participation in the tendering process.

- If Tenderer submits a Tender with two (2) experts, to fulfil the requirements in section 3, the costs for this expert should be included in the daily rate of the lead expert.
- 3.6.4 In case the expert is not located in Bangladesh, you may, when carrying out assignments in Bangladesh, invoice local expenses according to the flat rates on the UN-DSA list. The UN-DSA list is specified per region/city. Accommodation and local travel expenses may be invoiced at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (<https://icsc.un.org/>).
 - 3.6.5 In case the expert is located in Bangladesh you can only invoice the abovementioned UN-DSA, when travelling to one of the regions/cities of the project your company is NOT located in, after explicit approval of the PM. The costs for travelling within your own city must be included in your daily rate.
 - 3.6.6 The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
 - 3.6.7 The rate is fixed for the duration of the framework agreement and cannot be indexed.
 - 3.6.8 The Tenderer will charge retrospectively based on actual DSA costs and specify DSA daily rates.

3.7 Tax-related requirements (for all lots)

- 3.7.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.7.2 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 local VAT and other costs due outside the EU.
- 3.7.3 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.
- 3.7.4 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.
- 3.7.5 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.
- 3.7.6 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.
- 3.7.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. For extra certainty in this matter, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
- 3.7.8 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.

- 3.7.9 It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside The Netherlands. Contractor pays the Netherlands VAT to the Netherlands tax authority.
- 3.7.10 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.

3.8 Invoicing requirements (for all lots)

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

For companies established in the Netherlands only

E-invoicing

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

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

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.

For companies not established in the Netherlands

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

3.9 Travel policy requirements (for all lots)

1. CBI has the explicit policy of 'digital first' in order to reduce the environmental footprint of the project. As much as possible, coaching and training will be done from a distance via digital tools.
2. International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice. Costs of a CO2 compensation scheme per international flight ticket should be included.
3. Only economy class flight tickets will be reimbursed. This flight needs to be booked by Tenderer within one (1) month after written approval by CBI, unless otherwise agreed in writing between the parties.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

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

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

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

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

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

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

The evidence consists of:

1. Extract of Trade Register (no older than 6 months 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 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:

Core competences lot 1
1. Tenderer has proven knowledge of and experience with facilitating systemic change within a sector in developing countries through public-private consensus-building, targeted coaching and research. 2. Tenderer has proven knowledge of and experience with advising public and private service providers in developing countries on implementing economically sustainable service delivery models.
Core competences lot 2
1. Tenderer has proven knowledge of and experience with advising companies in developing countries within the leather sector on matters pertaining to product development, export management and social compliance. 2. Tenderer has proven knowledge of and experience with engaging stakeholders from across a sector, such as public institutions, private companies, and civil society organizations, to collaboratively drive systemic change and foster sustainable sector development.
Core competences lot 3
1. Tenderer has proven knowledge of and experience with organizing logistics for projects for (semi)governmental organizations / donor organizations in Bangladesh. 2. Tenderer has proven knowledge of and experience with coordinating and implementing follow-up activities.

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:

- A clear description of the reference assignment so the Tendering Authority can easily verify if the description meets the key competence.
- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- The reference assignments must be signed by the referee (the client in question).
Use Annex 2 "Reference assignment" and fill out all the fields where information is asked for.

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

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

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

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

4.4 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 (**maximum six(6) 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. The maximum total points that can be obtained per lot is **100 points**.
- b. Per lot a maximum of **80 points** can be obtained for your response to the quality award criteria as described in 5.2.1 up to and including 5.2.3 (for lot 1); 5.2.4 up to and including 5.2.6 (for lot 2) and 5.2.7 up to and including 5.2.8 (for lot 3). **If the total score per lot of all quality award criteria does not meet 48 points, the Tenderer is excluded from further participation in the tendering process.**
- c. Assessment of the prices/rates with a maximum of **20 points**.
- d. Every lot has its own proposal. It must be clear to which lot a document belongs. On every document the lot number and the name of the Tenderer should be present.
- e. Please use a separate document for every award criterion and use a format (Annex) if asked for.

CV submissions

- Upload your CV(s) for each lot you are applying for.
 - For lot 1, the CV(s) should demonstrate compliance with the requirements specified in sections 3.2 and 3.3. Please include this CV as part of your submission for award criteria 5.2.1.
 - For lot 2, the CV(s) should demonstrate compliance with the requirements specified in sections 3.2 and 3.4. Please include this CV as part of your submission for award criteria 5.2.4.
 - For lot 3, the CV(s) should demonstrate compliance with the requirements specified in sections 3.2 and 3.5. Please include this CV as part of your submission for award criteria 5.2.7.
- **It is very important that all requirements can be clearly verified in the CV.** To facilitate this:
 - In your CV, link each qualification and experience to the applicable requirements from Section 3 by referencing the relevant paragraph numbers.
 - For example, if you meet or exceed the requirement listed in paragraph 3.3.1, write next to the corresponding qualification or experience: "Meets or exceeds requirement 3.3.1."
 - This will enable the assessment team to efficiently verify compliance with all criteria.
- If the application involves multiple experts (maximum of 2 experts) collaborating on a lot:
 - Identify the expert who will act as the lead expert for the assignment.
 - Demonstrate that the lead expert meets the minimum requirements defined for the lead expert for the applicable lot (for lot 1: 3.2 & 3.3.2; for lot 2: 3.2 & 3.4.1; for lot 3: 3.2 & 3.5.2).
 - Clearly specify which expert meets each of the requirements for the lot.
- If applying for more than one lot, you must submit a separate CV for each lot to ensure the assessment team can easily verify compliance with all requirements.
- **Keep your CV as concise as possible.**
 - For each lot, you will have the opportunity to provide additional details about your experience, skills, and competencies, in your answer to award criterion 5.2.1 (Lot 1), 5.2.4 (Lot 2), and 5.2.7 (Lot 3).
 - **Each CV should not exceed 2000 words in length. If the CV exceeds the maximum length, any extra words will not be considered in the assessment.**

5.2 Quality criteria

Lot 1: Systems change expert for sustainable leather ecosystem development

5.2.1 Award criteria relating to knowledge, experience and competence

Provide for this award criterion the following information:

- 1) Upload your CV per team expert, as per the guidelines and requirements stated in section 5.1.
- 2) Complete and submit Annex 06 "Qualifications and experience Lot 1" to show how your knowledge, experience and competencies fit this assignment.

Max. no. of points available	Assessment aspects
42	There are 6 requirements in total in section 3.3. You can receive a maximum of 42 points (7 points per requirement). Responses will be assessed based on the extent to which Tenderer's qualifications, achievements, or unique approaches meet or exceed the stated requirements or can contribute additional value to the project.

5.2.2 Award criteria relating to expertise in ecosystem development for systemic change

Provide for this award criterion the following information:

Explain how you would mobilize and motivate stakeholders from across the Bangladeshi small leather goods and bags sector to collaborate and drive the change towards a more socially compliant sector. Focus on strategies that encourage collaboration, commitment, and active participation among stakeholders, ensuring sustained engagement and shared responsibility for socially sustainable growth.

Max. no. of points available	Assessment aspects
20	The extent to which your approach for mobilizing and motivating stakeholders from across the sector and proposed strategies to encourage their engagement is clear, relevant, realistic, and complete. You can receive a maximum of 20 points for your answer. Word limit: Your response should not exceed 1000 words. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.

5.2.3 Award criteria relating to expertise in service development

Provide for this award criterion the following information:

- 1) Describe three types of services that you believe SMEs in Bangladesh's small leather goods and bags sector will require to achieve successful exports of socially compliant products. Explain why each type of service is important.
- 2) Explain concisely your approach to coaching service providers in developing sustainable and scalable business service delivery models for SMEs in the Bangladesh's small leather goods and bags sector.

Max. no. of points available	Assessment aspects
18	1. The extent to which Tenderer's description of the three types of services is clear, relevant, specific and complete.

	2. The extent to which the approach of Tenderer to coach service providers in developing sustainable and scalable business service delivery models for SMEs in this sector is clear, relevant, specific and complete. Every item above will be evaluated independently. You can receive a maximum of 9 points for item 1. You can receive up to 3 points per type of service described (3x3=9 points). For item 2 you can receive a maximum of 9 points. Word limit: Your response should not exceed 1000 words per question. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.
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Lot 2: Leather sector expert for sustainable leather ecosystem development, business coaching and market development

5.2.4 Award criteria relating to knowledge, experience and competence

Provide for this award criterion the following information:

- 1) Upload your CV per team expert, as per the guidelines and requirements stated in section 5.1.
- 2) Complete and submit Annex 07 "Qualifications and experience Lot 2" to show how your knowledge, experience and competencies fit this assignment.

Max. no. of points available	Assessment aspects
40	There are 8 requirements in total in section 3.4. You can receive a maximum of 40 points (5 points per requirement). Responses will be assessed based on the extent to which Tenderer's qualifications, achievements, or unique approaches meet or exceed the stated requirements or can contribute additional value to the project.

5.2.5 Award criteria relating to business and social compliance coaching

Provide for this award criterion the following information:

Describe your approach to coaching a group of small leather goods and bags exporting SMEs in Bangladesh to adopt socially compliant business models and successfully access EU markets with social compliance requirements. Identify the main obstacles you anticipate the SMEs will encounter, and describe how you will support these SMEs to overcome these obstacles.

Max. no. of points available	Assessment aspects
20	The extent to which your approach for coaching small leather goods and bags exporting SMEs in Bangladesh to adopt socially compliant business models and successfully access EU markets with social compliance requirements, your identification of the main obstacles they will encounter, and your approach to address these challenges is clear, relevant, realistic, and complete. You can receive a maximum of 20 points for your answer.

	Word limit: Your response should not exceed 1000 words. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.
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5.2.6 Preferences related to EU leather market network

Provide for this award criterion the following information:

Provide a description of your network in the various European sourcing markets for small leather goods and bags and highlight the main opportunities you identify for Bangladeshi SMEs that adopt socially compliant business practices. Explain your strategy for engaging EU buyers in the project and outline your approach to effectively connecting exporting SMEs with potential EU buyers through successful matchmaking.

Max. no. of points available	Assessment aspects
20	The extent to which your description of your network and the identified opportunities for Bangladeshi SMEs that adopt socially compliant business practices, and your proposed strategy for engaging EU buyers in the project and approach to connecting exporting SMEs with potential EU buyers is clear, relevant, realistic, and complete. You can receive a maximum of 20 points for your answer. Word limit: Your response should not exceed 1000 words. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.

Lot 3: Expert for local project implementation and coordination

5.2.7 Award criteria relating to knowledge, experience and competence

Provide for this award criterion the following information:

- 1) Upload your CV per team expert, as per the guidelines and requirements stated in section 5.1.
- 2) Complete and submit Annex 08 "Qualifications and experience Lot 3" to show how your knowledge, experience and competencies fit this assignment.

Max. no. of points available	Assessment aspects
48	There are 6 requirements in total in section 3.5. You can receive a maximum of 48 points (8 points per requirement). Responses will be assessed based on the extent to which Tenderer's qualifications, achievements, or unique approaches meet or exceed the stated requirements or can contribute additional value to the project.

5.2.8 Award criteria relating to arranging logistics in the Bangladeshi context

Provide for this award criterion the following information:

- 1) Describe in a concise manner what kind of arrangements you expect to have to make for this project and how you will facilitate coordination of logistics.
- 2) Provide an example of a situation when you successfully addressed logistical and organizational challenges for a donor organization or multinational company in Bangladesh. Describe your approach and highlight the critical factors that contributed to your success.

Max. no. of points available	Assessment aspects
32	1. The extent to which your description of the expected arrangements and how you will facilitate coordination of logistics is clear, relevant, specific and complete. 2. The extent to which your approach and the critical factors of an example of a time when you successfully addressed logistical and organizational challenges for a donor organization or multinational company in Bangladesh is clear, relevant, specific and complete. Every item above will be evaluated independently. You can receive a maximum of 16 points per item. Word limit: Your response should not exceed 1000 words per question. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.

5.3 Assessment method for qualitative award criteria

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

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

5.4 Assessment of preferences in relation to prices/rates

Please fill in Annex 9 for this award criterion: Prices/rates and add to TenderNed.

Lot 1 and 2

Price	Awarded Points
> € 750	<u>Exclusion from the tender process</u>
€ 741 up to and including € 750	0
€ 731 up to and including € 740	2
€ 721 up to and including € 730	4
€ 711 up to and including € 720	6
€ 701 up to and including € 710	8
€ 691 up to and including € 700	10
€ 681 up to and including € 690	12
€ 671 up to and including € 680	14
€ 661 up to and including € 670	16
€ 651 up to and including € 660	18

€ 650 and <€650	20
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Lot 3

Price	Awarded Points
> € 300	<u>Exclusion from the tender process</u>
€ 296 up to and including € 300	0
€ 291 up to and including € 295	2
€ 286 up to and including € 290	4
€ 281 up to and including € 285	6
€ 276 up to and including € 280	8
€ 271 up to and including € 275	10
€ 266 up to and including € 270	12
€ 261 up to and including € 265	14
€ 256 up to and including € 260	16
€ 251 up to and including € 255	18
€ 250 and <€250	20

The maximum daily rate for lot 1 and 2 is €750, - excluding Dutch VAT and including all local VAT and other costs. The maximum daily rate for lot 3 is €300, - excluding Dutch VAT and including all local VAT and other costs. **Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.**

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

The assessment of the award criteria consists of 3 steps.

1. Your written responses on the qualitative award criteria are assessed.
A maximum of **80 points** can be obtained for your responses to these award criteria. Tenderers who do not meet the **minimum number of points of 48** 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 daily rate is higher than the maximum daily rate per expert per lot, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + price) will be determined. The maximum total points that can be obtained is **100 points**.

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for: sub-criterion 5.2.1 for lot 1; sub-criterion 5.2.4 for lot 2; and sub-criterion 5.2.7 for lot 3. In the event that the highest scoring Tenderers also achieve an equal score for this sub-criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. 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): michael.thoen@rvo.nl and cc to Accountteam01@rvo.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or +31 70 379 88 99 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 (4) 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. 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](mailto: servicedesk@tenderned.nl) or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 **Structure and content of the Tender**

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

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

Subject	Description	Action required from tenderer
Annex 01	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 02	Reference assignments (paragraph 4.3.2 Reference data (technical qualifications))	Fill in, print it and have the references signed by the referee and add to TenderNed
Award criteria	Provide your response, including CVs, per award criterion per lot. Use separate documents for each award criterion and start each item on a new page in the same document. Also provide: Annex 06 "Qualifications and experience for Lot 1" as part of award criteria 5.2.1; Annex 07 "Qualifications and experience for Lot 2" as part of award criteria 5.2.4; Annex 08 "Qualifications and experience for Lot 3" as part of award criteria 5.2.7.	Complete, fill in and add to TenderNed
Annex 09	Prices/rates included in the quotation	Fill in, print it, have it duly signed and add to TenderNed

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

7.3.16 **Legally binding signature**

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

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

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

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you

must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 *Single Tender*

All legal entities (under which self-employed professionals without staff (known in Dutch as zelfstandige zonder personeel, zzp'er) and organisations may only submit a single Tender (either individually or in combination with other legal entities and/or organisations).

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

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

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

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

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

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

7.3.20 *Communication and language*

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

The Tender must be submitted in English.

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

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

7.3.21 *General terms and conditions*

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

7.3.22 *Contract conditions*

The draft Contract, draft 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.

7.4 Further Agreements within the Contract

7.4.1 Further agreements within the Contract

A further agreement within a framework contract is referred to as a Further Agreement. A Further Agreement states the specific Services to which it relates and its duration, within the scope of this Tender.

Annexes

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

Annex 01: European Single Procurement Document

Annex 02: Reference assignments

Annex 03a: Draft Framework Agreement

Annex 03b: Draft Data processing Agreement

Annex 04: ARVODI-2018

Annex 05: Complaints Procedure

Annex 06: Qualifications and experience Lot 1

Annex 07: Qualifications and experience Lot 2

Annex 08: Qualifications and experience Lot 3

Annex 09: Prices and rates