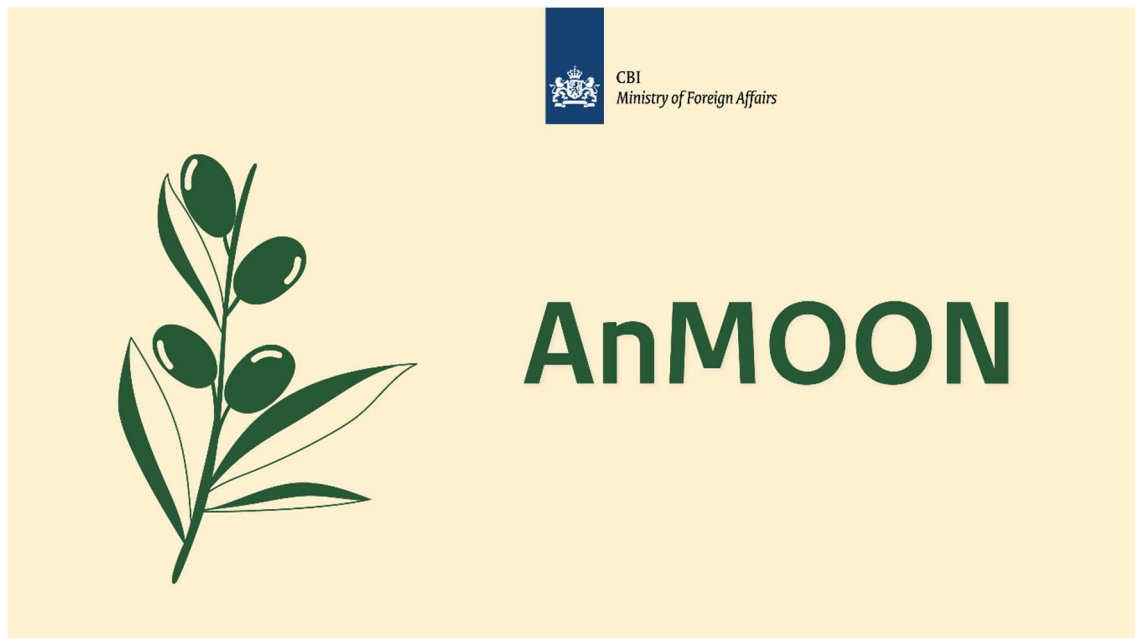


Tender Document

Morocco olive oil and youth



Invitation to tender in accordance with the European open procedure for the procurement of expertise for the CBI AnMOON project to support a more sustainable and inclusive olive oil sector in the Fez-Meknes region of Morocco

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Definition of terms

Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
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.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
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.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
IUC-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.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>).

Services	The services that the Contractor provides for each lot as described in this Tender Document.
Standby Agreement	A Standby Agreement (in Dutch: wachtkamerovereenkomst) is an agreement with the Tenderer whose offer has been ranked by the Contracting Authority as the second-best submission based on the best price-quality ratio. Under this agreement, the Contracting Authority may request the standby Tenderer to deliver the services if the primary Contractor fails to do so—without the need to initiate a new European tender procedure.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the Tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
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.
Tendering Authority	Netherlands Enterprise Agency (RVO), represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Tendering Authority.
Tender Document	This document and all of its annexes.
TenderNed	TenderNed is the Dutch government's online tendering system. For more information, please visit: Dutch government's online tendering system TenderNed .

Specific terminology and abbreviations

AnMOON	With this project we want to contribute to making the Moroccan Olive Oil sector ready for the Next generation (MOON). The name "AnMOON" is derived from the Amazigh language, symbolizing "Togetherness".
CEFR	The Common European Framework of Reference for Languages (CEFR) is an internationally recognized standard for assessing language proficiency. It provides a clear, structured scale to measure language skills in reading, writing, speaking, and listening, ranging from beginner (A1) to proficient (C2). For more information, please visit: Global scale - Table 1 (CEFR 3.3): Common Reference levels - Common European Framework of Reference for Languages (CEFR) .
HCD	Human Centered Design. An approach to systems development that aims to make systems effective by focusing on the users, their needs and requirements, and by applying human factors.
MSD	Market Systems Development, also known as inclusive Systems Approach. An MSD approach requires actors to adopt and implement new practices based on incentives from within the system.

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. It concerns the procurement of expertise for the CBI AnMOON project to support the olive oil sector to become more future proof in the Meknes-Fes region of Morocco. Three different types of experts are sought:

1. Youth entrepreneurship expert
2. Olive oil sector expert with knowledge on exports and sustainable production in Morocco
3. Education and employment expert in the agriculture sector Morocco

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 (procurement office) will act as process manager during this tendering process.

1.2 CBI Introduction

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

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

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

1.3 Reason for this invitation to tender

Morocco's olive oil sector offers great potential for economic growth and job creation. Olive oil is an important food product in Morocco. The global market is also increasingly demanding high-quality extra virgin olive oil. The aim of the AnMOON project is to transform Morocco's olive oil sector into a more resilient and sustainable one, that offers employment and entrepreneurship opportunities for young women and men.

AnMOON

With this project we want to contribute to making the Moroccan Olive Oil sector ready for the Next generation (MOON). The name "AnMOON" is derived from the Amazigh language, symbolizing "Togetherness". It reflects the collective commitment of CBI and various stakeholders to achieve common objectives, including promoting sustainable practices, fostering youth employment inclusion, and driving positive change within the olive oil value chain in the Fez-Meknes region.

To facilitate and support the transition to a more future-proof olive oil sector in the Meknes-Fes region of Morocco, RVO intends to procure expertise.

1.4 Time schedule

The schedule below applies to this tendering process.

16 April 2025	Issuing of publication, start of tendering period.
6 May 2025, 12.00 CEST	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
16 May 2025	Issuing of Memorandum of Information
29 May 2025, 12.00 CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
May – June 2025	Assessment of Tenders.
1 July 2025	Announcement of the award of the Contract.
22 July 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.
16 July 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
1 August 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 the assignment

2.1 Description and objective of the assignment

The AnMOON project aims to support the Olive Oil sector in Meknes-Fez in Morocco to be inclusive and future proof¹. AnMOON wants to support the sector in becoming more inclusive for young workers and service providers, a group that holds huge potential to prepare the olive sector for future opportunities and challenges. The key performance indicator for impact of the project will be that there are visible changes at the regional ecosystem, most importantly:

- Young entrepreneurs have developed service delivery business ideas for farmers and millers
- A more future proof value chain due to uptake of these services
- More and improved employment for youth active in the sector

Market opportunities for olive oil on regional and international markets is considered a driver of this process. Access to export markets is not a goal in itself, rather a means to reach a more inclusive and sustainable value chain. Additionally, as global and regional companies strive to achieve their climate goals, there may be opportunities to spur further investment in sustainable business models.

Inception phase findings

AnMOON's inception phase started in 2023. Sector stakeholders were engaged in different interviews and meetings. Research was performed on youth aspirations and needs by using a Human Centered Design approach. As pilot project, a cohort of young entrepreneurs was selected to participate in a design sprint. This provided insights into the interest and opportunities for young entrepreneurs to develop new services for the olive oil sector. Under guidance of different experts, they further developed their business ideas.

In a closing session, sector stakeholders including educational institutions, olive oil farmers and millers and public organisations, were gathered. They reflected on the business ideas of the young entrepreneurs and discussed on the root causes of the low youth inclusion in the sector, to be addressed by the AnMOON project. The sector stakeholders showed a strong incentive to respond to changing weather conditions and the need to adopt more sustainable production practices. In addition, they mentioned the importance of more practical experience for (TVET) students, as the lack of this currently makes them unattractive for employers. Access to the EU market was considered an incentive for more investments in the sector, however the national market remains most attractive for the majority of the producers.

In July 2024 the implementation phase has started. A national project manager was installed and activities started under pathway 1 and 2 (described below). The implementation phase will run until Q1 2028.

A systems approach for sector transitions

CBI employs a market systems development (MSD) 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.

¹ The four elements that are part of this definition are; Being (a) resilient to climate change, (b) resource efficient, (c) resilient to market dynamics (diversification), (d) inclusive of the next generation.

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: *"A future proof olive oil sector in the Meknes Fes region, that creates jobs and entrepreneurship opportunities for youth"*. This vision guides the development of intervention strategies, continuously validated and refined by the CBI team, experts, and national stakeholders.

Through this project, 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.

2.2 Lots

The invitation to tender has been divided into three lots (see table below). By using a mechanism of a general framework agreement and Further Agreements for specific assignments, it is possible to plan the activities in line with the development of the project and to specify the exact scope at the moment that an expert is needed. Per lot we plan to conclude one (1) framework agreement.

Lot	Number of framework agreements
1. Youth entrepreneurship expert	1
2. Olive Oil Sector expert with knowledge on exports and sustainable production in Morocco	1
3. Education and employment expert in the agriculture sector Morocco	1

The targeted overall long-term outcome of the project is to achieve a regional olive oil sector that is more inclusive of young women and men, and that the ecosystem offers adequate support to improve the inclusion of both young workers and service providers.

The project is targeting youth at different places in the value chain, as a young farmer, as an employee at a farm or mill, as an agent at a service provider, or as entrepreneurs. They all operate in their own ecosystems with its market dynamics, rules and regulations and supporting functions.

We foresee that our project will also include direct engagements with youth, but this is primarily to design and pilot the interventions. CBI aims to capacitate other stakeholders in the ecosystem to adjust their services to become more responsive to the specific needs of youth, to make offerings more inclusive for youth (a youth-centred approach). The involvement, commitment and ownership of the sector stakeholders is therefore key and will be a fundamental part of every intervention.



1. Service delivery	2. Future proof Value Chain	3. Youth employment
Youth are employed through relevant and viable service delivery to farmers and millers	Olive oil value chain is more future proof due to uptake of services	Young employees and entrepreneurs have decent employment opportunities
<u>Lot 1:</u> Youth entrepreneurship Expert	<u>Lot 2:</u> Olive oil sector expert with knowledge on exports and sustainable production	<u>Lot 3:</u> Education and employment expert agri sector

Lot 1: Youth entrepreneurship expert

A (team of) experts on youth entrepreneurship is requested as part of Pathway 1 (Service delivery). The long-term outcome target of this pathway is that relevant and valuable services (needed for a transition to a more future proof olive oil sector) are developed for farmers and millers. The interventions will be focused on two groups of service provider entrepreneurs, namely (i) start-ups with innovative Agri-Tech services ideas and (ii) existing service providers.

In order to deal with a key barrier as identified by youth, seasonality of the work in olive oil sector, the service provision will not be uniquely targeting olive farmers and oil millers, and we expect to focus on a segment of services that can be offered across multiple crops, such as precision agriculture technologies, remote sensing applications, mobile apps for farm management to enhance productivity, efficiency and competitiveness.

Entrepreneurship support will be offered by the experts to build their capacity on specific themes (as needed) such as access to finance, Human Centred Design and business management skills. The latter includes business planning, financial management, budgeting, sales and marketing strategies, CRM, soft skills/leadership skills, and legal aspects of running a business. It is expected that the experts will work with both start-ups and existing service providers.

Start-ups

In the inception phase we found that there are opportunities for youth as frontrunner entrepreneurs, especially in the area of Agri-Tech and digitized services. Since youth is overall more tech-savvy, this is an area of work where they have a clear opportunity to add value and showcase business ideas to other entrepreneurs. In the longer run, support to start-ups may also generate employment opportunities for young employees or agents. To support the development of new service provision businesses, the experts will refine and scale the incubation bootstrap program as piloted in earlier phases of the project. An important element should be to pitch ideas to prospective clients to get their feedback and validate the business idea. Winning solutions are to be showcased during Agri Tech Networking events such as the Salon International d'Agriculture au Maroc (SIAM) or other local fora.

Existing service providers

For the existing service providers, an opportunity lies in the employment of youth through their growth and better use of the skills of the young generation. The opportunity to scale agent models (organizations that engage a series of individuals as intermediaries to provide last-mile delivery of services to farmers on their behalf) will be researched and supported by the expert. The project will identify service providers that are active in the olive oil value chain, are looking to scale and are interested in hiring youth. The project will offer them support to facilitate their growth and

more inclusion of youth, based on their needs. Specific attention will be given to the conditions of employment of youth and opportunities to improve this for both the service provider and the young employees. We expect the experts to work closely with the team of experts working on lot 3 which is focused on improving the skills and practical experience of young graduates.

Implementation strategy

This project applies a systems approach. For this assignment, the experts are expected to collaborate with relevant ecosystem actors for example incubators/accelerators, public organisations or educational institutions from the start of this assignment. In collaboration and partnership with these actors, the experts will explore how the Meknes Fes entrepreneurial ecosystem can best support young entrepreneurs, and how the project can contribute to strengthening the ecosystem.

Lot 2: Olive Oil Sector expert with knowledge on exports and sustainable production in Morocco

A (team of) expert(s) is needed for the implementation of pathway 2 (Future proof Value Chain). The aim of this pathway is to facilitate the uptake of the new services that are developed under pathway 1. In the inception phase it was found that the SMEs that were attending the workshop confirmed interest to invest in becoming more future proof. The key drivers they mentioned are:

- Resilience to market dynamics – Relying solely on the local market is risky, as changing market dynamics and consumer preferences may require business to seek new market opportunities. Diversification and access to new export markets will improve their resilience.
- Climate challenges – As in all olive-producing countries, changing weather conditions are affecting production. Farmers recognize this as a key challenge and seek ways to improve resilience while preparing to report on water usage and CO2 footprint.
- Rising resource costs– Water and energy are increasingly scarce, and costs are increasing. Being more efficient can lower business costs.
- Next generation inclusion – Olive cultivation and oil production are an important part of the traditional culture in Meknes Fes. Ensuring the next generation continues this tradition is desired.

As part of this project pathway the expert will work on the uptake of the services by working with SMEs and young farmers and millers that can be considered (future) frontrunners on climate resilience, resource efficiency, youth inclusion or market diversification.

Export of olive oil to the EU market – a driver for the transition to a future proof olive oil sector

The demand for high quality olive oil on global and regional markets is considered a key driver ('locomotif') to initiate investments of the sector to become more sustainable and inclusive. We call this the pull-factor of the market. We expect the experts to assess export opportunities for olive oil producing SMEs in the Meknes Fes region. They should do this by having a good understanding of the current production by SMEs on one hand, but also demand and requirements on global/EU markets. One of the team members working on this lot should have an active network of importers. The experts are expected to be aware of potential negative (side) effects of promoting exports, and advice the CBI team on necessary mitigating actions.

SMEs and young farmers and millers

At this point in time, an initial group of 5 SMEs active in farming, milling or both, is selected to partner with the project. More partners are expected to be selected throughout implementation. Key criteria for partnership are the business' willingness and ability to invest in more sustainable and inclusive business practices. We aim for commitment from these partners that they will be willing to test and/or provide feedback on new or existing services developed as part of this project. Additionally, they should be committed to work with the project to enhance the inclusion

of youth in their workforce. We expect the expert to identify additional SME partners that could join us to reach the AnMOON objectives.

The experts are expected to coach and support the SMEs most importantly but not limited to the following areas;

- *Business export coaching for SME's*, to support diversification and access to EU and other markets. This can include topics like export marketing, branding, e-commerce and traceability and certification. It can also include guidance and support on trade fair participation. For this component we expect the experts to involve global/EU exporters as much as possible, for example through focus group discussions, match making activities or buyer missions, whatever deemed effective.
- *Advice and coaching on sustainable production*. A sustainability scan will be carried out, to identify which investments they can make to improve their business performance and make their business more resilient (resource use, recycling, climate adaptation etc.)
- *Human Resource Management (HRM) coaching for SMEs*, to enable them to align with youth aspirations, provide career guidance, and understand the business case for fostering youth inclusion.

Implementation strategy

The experts are expected to apply the Market Systems Development approach from the start and assess from the start of the assignment how the right support can become available and accessible for all SMEs in the Meknes Fes entrepreneurial ecosystem. Our intervention should not only be benefitting the businesses we partner with in this project. As such, the expert will need to explore and seek partnerships with export promotion agencies and programmes, like Morocco FoodEx; Morocco Now; Centre Marocain de Promotion des Exportations and ITC. To support access to support functions in the area of HRM and sustainable production, the expert is requested to also establish partnerships with relevant players.

The group of businesses that will be invited to be part of the project are frontrunners. We expect that they can inspire not only other businesses in adopting practices that are more future proof but also showcase to the rest of the ecosystem the importance and value add of doing so, thereby pushing the transition towards a future proof olive oil sector in Morocco. We need the team of experts to actively design and implement a scaling strategy to ensure this.

Lot 3: Education and employment expert agriculture sector Morocco

Pathway 3 focuses on youth employment, specifically on addressing the fact that young graduates from agricultural schools and Technical and Vocational Education and Training (TVET) are not always well prepared for the labour market. The root causes for this issue include a lack of practical experience, poor guidance during education as well as the negative stigma that lies on youth. Some employers do not always see the value of young employees and think they are lazy and too unexperienced.

Education (TVET and agricultural schools, universities)

The experts will contribute to make training and education more adequate for the labour market. Also they will think of mechanisms with both youth and employers to ensure a better career guidance. Specifically, they will be working on achieving the following;

- More practical training: Together with the Office de la Formation Professionnelle et de la Promotion du Travail (OFPPT), other schools and universities and our partner SMEs, an internship/traineeship model to facilitate the transition from TVET education to work will be designed and piloted. This intervention will be mostly focused on youth aiming for employment in the sector, however also TVET graduates with entrepreneurship ambitions can benefit from this experience. The experts will also need to look into the possibility to reach rural youth

better – for example by establishing mobile or community-based training centers located in the rural areas.

- Better orientation and guidance for students: In the inception phase we performed a research to assess aspirations of youth in the olive oil sector. This research was done by applying the Human Centered Design (HCD) approach, which means that the youth was put at the centre of the research. One of the conclusions was that students need better guidance. The experts will work with OFPPT to develop orientation service/mentors to guide youth effectively during their studies and in their career choices.
- Ecole Nationale d'Agriculture (ENA), Sidi Mohammed Ben Abdellah and Moulay Ismail universities, and *Ecole Supérieure de Technologie* (EST) have limited places for olive oil production engineering students, limited focus on olive oil in courses and curriculum. The experts should further research the reasons for this and discuss the potential to include it more prominently in the curricula.
- The experts will organize youth-centric events, workshops, and training sessions tailored to the interests and preferences of young people in the olive oil sector. Incorporate interactive activities, hands-on demonstrations, and peer-to-peer learning opportunities to foster engagement, networking, and skill development among youths.

Human Resources Management practices of employers

Employers will be guided to improve the provision of decent jobs including professional development opportunities for youth and allow for upward mobility of young workers. Several elements related to this were identified:

- There is a need to build young employees' soft skills through youth mentorship projects where experienced workers are paired with young individuals to transfer knowledge, skills, and work ethics, thereby fostering mutual respect and understanding.
- With a selected group of SMEs, the experts will work on reviewing and if needed improving their process for recruitment, onboarding and career guidance for youth. With some small adaptations the work may better match with their aspirations. Also, upward mobility of young workers within the organization will be discussed. The companies we will work with on this, are considered frontrunners and we will use their experience to inspire and incentivize others.

2.3 Contract Period

The contract period is stated in the table below. 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 with the time necessary to complete this project. If this is the case, this extension has to be executed within the maximum budgets per lot as mentioned in paragraph 2.5.

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

Name lot	Contract period
Lot 1. youth entrepreneurship expert	The initial contract for lot 1 is expected to commence on August 1, 2025, and will run until March 31, 2028. Thereafter, the contracting authority has the unilateral right to extend the agreement for a maximum of sixteen (16) months.
Lot 2. Olive oil sector expert with knowledge on exports and sustainable production in Morocco	The initial contract for lot 2 is expected to commence on August 1, 2025, and will run until March 31, 2028. Thereafter, the contracting authority has the unilateral right to extend the agreement for a maximum of sixteen (16) months.

Lot 3. Education and employment expert agriculture sector Morocco	The initial contract for lot 3 is expected to commence on August 1 2025, and will run until March 31, 2028. Thereafter, the contracting authority has the unilateral right to extend the agreement for a maximum of sixteen (16) months.
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2.4 Standby contract

The Contracts of lot 1, 2 and 3 will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

A standby contract will be concluded with the Tenderers who obtain the second-highest score on lots 1, 2, and 3. The duration of this standby contract is one (1) year.

The standby contract provides the Contracting Authority with the option to award the contract to the second-ranked tenderer, without launching a new European tender procedure, should the agreement with the first-ranked tenderer be terminated within one year of its effective date.

Please note: The standby contractor is not eligible for any compensation and may not derive any rights from the standby contract. The standby contract is attached to this Tender Document as Annex 03b.

2.5 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 foreign VAT and other costs, fees/ third party costs, such as the time of the experts (at daily rate), but also a part of this budget will be allocated for expenses for logistical arrangements related to the assignment such as venue rental, catering, printing et cetera).

- Lot 1. Youth entrepreneurship expert
The maximum budget for lot 1 for a period of four (4) years is € 300,000 excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.
- Lot 2. Olive oil sector expert with knowledge on exports and sustainable production in Morocco
The maximum budget for lot 2 for a period of four (4) years is € 300,000 excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.
- Lot 3. Education and employment expert agriculture sector Morocco
The maximum budget for lot 3 for a period of four (4) years is € 250,000 excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.

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

This Contract consists of various assignments, referred to as Further Agreements. It is expected that the Contracting Authority will publish every year two (2) Further Agreements. Yet it is unclear what will be the value of the Further Agreement.

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

3. Requirements to this assignment

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

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

3.1 General requirements

For all lots:

3.1.1	The lead expert, Single Point of Contact: <u>Multiple contact persons per lot are not allowed.</u> One contact point per lot is needed for the stakeholders and for the 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. • When submitting with a team, the lead expert should be clearly designated in your submission. • The lead expert will be the single point of contact for all stakeholders.
3.1.2	CV submission: All experts applying for this tender must include a Curriculum Vitae (CV) in their tender application. <u>Please note: No more than two CVs can be submitted for each lot.</u> The CV(s) will be scrutinized to verify compliance with the specific requirements for the applicable lot (for lot 1: 3.2; for lot 2: 3.3; for lot 3: 3.4).
3.1.3	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 olive oil sector in Morocco. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in olive oil or importing companies that trade in services covered by this tender from developing countries covered by this tender. They must not hold any financial or advisory interests in companies, cooperatives, or organizations involved in the commercial production, processing, marketing, or export of olive oil in Morocco or in any of the target markets. They should not have any ongoing consultancy, board membership, or direct advisory roles with entities that could benefit from the outcomes of this project, unless explicitly disclosed and approved by CBI. They must maintain strict confidentiality regarding any proprietary information, data, or insights gained through their engagement and should not use such information for personal or commercial advantage.
3.1.4	Collaboration: The expert has 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 Contracting Authority. If the collaboration does not improve, a second and last warning follows. If this does not resolve the situation, the Contracting Authority will replace the expert for another expert and / or terminate the Contract for the respective lot.
3.1.5	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 paragraph 7.3.18.

3.3.6	For the successful execution of the contract, it is essential that the expert is located in or near Fes. The expert therefore must be located no more than 500 km from Fes. If two (2) experts are proposed, at least one (1) expert must be located within this distance.												
3.3.7	The Tenderer needs to indicate with which EU importers and national regional ecosystem actors (s)he has worked in the past three (3) years. The Tenderer is engaged with the entrepreneurial ecosystem in Meknes Fes and has a network of service providers that are supporting agricultural SMEs. The tenderer also has an active network of EU importers of olive oil.												
3.3.8	The lead expert has at least three (3) years of experience in coaching by using distant guidance techniques like e-mail and online tools (for example GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching.												
3.3.9	The table below specifies the minimum language proficiency levels required for the lead expert of the Tenderer, in accordance with the Common European Framework of Reference for Languages (CEFR). If the Tenderer assigns a second expert for this lot, this second expert must meet the minimum language levels indicated in the table. <table><tr><td></td><td>Lead expert</td><td>Second expert</td></tr><tr><td>Arabic</td><td>C1</td><td>Not Required</td></tr><tr><td>French</td><td>B1</td><td>B2</td></tr><tr><td>English</td><td>B1</td><td>Not required</td></tr></table> Further information and a description of the CEFR levels can be found at the following link: Global scale - Table 1 (CEFR 3.3): Common Reference levels - Common European Framework of Reference for Languages (CEFR)		Lead expert	Second expert	Arabic	C1	Not Required	French	B1	B2	English	B1	Not required
	Lead expert	Second expert											
Arabic	C1	Not Required											
French	B1	B2											
English	B1	Not required											

3.4 Requirements relating to lot 3. Education and employment expert agriculture sector Morocco

3.4.1	The expert has at least five (5) years of experience in advising on education and employment in the agriculture sector in Morocco.												
3.4.2	The expert has at least three (3) years of experience working on youth employment and education in the agriculture sector in Morocco.												
3.4.3	The expert has at least two (2) years of experience applying the Market Systems Development (MSD) approach.												
3.4.4	The Tenderer has experience in implementing international programmes in Morocco.												
3.4.5	For the successful execution of the contract, it is essential that the expert is located in or near Fes. The expert therefore must be located no more than 500 km from Fes. If two (2) experts are proposed, at least one (1) expert must be located within this distance.												
3.4.6	The lead expert has at least three (3) years of experience in coaching by using distant guidance techniques like e-mail and online tools (for example GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching.												
3.4.7	The table below specifies the minimum language proficiency levels required for the lead expert of the Tenderer, in accordance with the Common European Framework of Reference for Languages (CEFR). If the Tenderer assigns a second expert for this lot, this second expert must meet the minimum language levels indicated in the table. <table><tr><td></td><td>Lead expert</td><td>Second expert</td></tr><tr><td>Arabic</td><td>C1</td><td>C1</td></tr><tr><td>French</td><td>B1</td><td>B2</td></tr><tr><td>English</td><td>B1</td><td>Not required</td></tr></table> Further information and a description of the CEFR levels can be found at the following link: Global scale - Table 1 (CEFR 3.3): Common Reference levels - Common European Framework of Reference for Languages (CEFR)		Lead expert	Second expert	Arabic	C1	C1	French	B1	B2	English	B1	Not required
	Lead expert	Second expert											
Arabic	C1	C1											
French	B1	B2											
English	B1	Not required											

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

3.5.1	The Tenderer will provide the rate in EURO applicable to this assignment by filling in the appendix entitled 'Daily rate(s)' (Annex 09).
3.5.2	The daily rates must be in euros (EUR) and must be all-inclusive, excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees. 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, local levies, taxes and local foreign VAT, communication costs, local meals, local travel and local accommodation expenses. "Local" is in this case the country where the expert is based. In case the expert is not located in the Meknes Fes region of Morocco (either in another region of Morocco or abroad) and overnight stay is required, you may, when carrying out assignments in Meknes Fes invoice local expenses according to a flat rate of 100 EUR per night spent. This flat rate should cover necessary expenses for accommodation, meals and local transportation. The flat rate can be invoiced only after approval from the CBI programme manager prior to the trip.
3.5.3	The maximum daily rate for lot 1, 2 and 3 that may be submitted with the Tender is 600 EUR, excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees (see also 3.5.2). The daily rate of 600 EUR is a maximum rate. If the Tenderer submits a higher daily rate, the Tender will be set aside and excluded from further participation in the tendering process. If your Tender includes multiple experts, any additional costs, such as time for coordination among the experts, must be covered by the Tenderer and included in the maximum daily rate.
3.5.4	If the Tenderer proposes an expert for Lot 2 who is not based in Morocco, we expect the international expert to make three (3) on-site visits per year, with the exact number depending on the project's needs and any applicable international travel constraints. See paragraph 3.8 for the travel policy requirements.
3.5.5	The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
3.5.6	The proposed daily rate by Tenderer is fixed for the duration of the Framework Agreement and cannot be indexed.
3.5.7	The Tenderer will charge retrospectively based on actual costs and specify daily rates.

3.6 Tax-related requirements (for all lots)

3.6.1	The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (<i>Belastingdienst</i>) or other tax authorities.
3.6.2	The Tenderer will quote the prices according to the following structure: • the amount excluding Dutch VAT and any VAT due outside the EU; • the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and; • the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
3.6.3	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.
3.6.4	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.
3.6.5	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.
3.6.6	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.
3.6.7	For companies established in the Netherlands only Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a Dutch 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 Dutch VAT purposes. For extra certainty in this matter, you can request a declaration of exemption from Dutch 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).
3.6.8	For companies established in the Netherlands only If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a different Dutch VAT rate applies, then the contract price will be increased to include the applicable Dutch VAT rate. You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no Dutch VAT or an incorrect amount of VAT to the Contracting Authority.
3.6.9	It is not allowed to charge Dutch VAT over this amount if the registered office of the Contractor is outside The Netherlands. Contractor pays the Dutch VAT to the Netherlands tax authority.
3.6.10	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.

3.7 Invoicing requirements (for all lots)

3.7.1	Contractor will invoice based on actual costs and the in the Further Agreement specified daily rate.
3.7.2	The payment schedule will be agreed upon in the Further Agreement.
3.7.3	Invoices must include a summary of the actual hours/days worked in accordance with the applicable rates.
3.7.4	For companies established in the Netherlands only <u>E-invoicing</u> The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways: • The invoicing portal of the Dutch government • E-invoicing with your own (accounting) software package through Peppol • E-invoicing through a service provider. For companies not established in the Netherlands The above paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

3.8 Travel policy requirements (for all lots)

3.8.1	International flight tickets and hotels must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice. These costs are considered not to be included in the daily rate but are part of the total contract amount, as stated in paragraph 2.5.
3.8.2	Only economy class flight tickets will be reimbursed (any other class of service is not eligible for reimbursement). This flight needs to be booked by expert 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 paragraph 4.3.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than two (2) years)*
3. Tax statement (no older than 6 months)

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

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.

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: Youth entrepreneurship expert
- Core competence 1: The Tenderer has proven knowledge of and experience with organising and providing entrepreneurship support to young and starting entrepreneurs. - Core competence 2: The Tenderer has demonstrated experience with the implementation of international projects in Morocco.
Core competences Lot 2: Olive oil sector expert with knowledge on exports and sustainable production in Morocco
- Core competence 1: The Tenderer has proven knowledge of and experience with organising and providing agronomic support to olive farmers. - Core competence 2: The Tenderer has proven knowledge of and experience with organising and providing technical advice on olive oil quality to SMEs. - Core competence 3: The Tenderer has proven knowledge of and experience with making olive oil companies more sustainable and export ready.
Core competences Lot 3: Education and employment expert agriculture sector Morocco
Core competence 1: The Tenderer has proven knowledge of and experience with organising and providing support to educational organisations and businesses on how to increase youth inclusion in the labour market.

- Core competence 2: The Tenderer has proven knowledge of and experience with developing and testing mechanisms for young graduates to gain more practical experience with working in the agriculture sector.
- Core competence 3: The Tenderer has performed at least one (1) Labour Market Assessment.

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 assignments 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 assignments must have been executed and/or completed within the three (3) years prior to the closing date for 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).
- 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.

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

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

4.3.3 Professional/trade register extract

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

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

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

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**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.

The assessment consists of 3 steps.

1. A maximum of **80 points** can be obtained for your response to the quality award criteria.

Please note: The Tenderer must score at least 'Fair, not completely satisfactory' for each quality award criterion (i.e. 40% of the maximum points available for that criterion). If a quality award criterion is valued with a lower score than 40% of the maximum points available, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.

2. Assessment of the price (daily rate) with a maximum of **20 points** per lot.

Please note: If the daily rate exceeds €600 (excluding Dutch VAT and, if applicable, including local foreign VAT and all other costs and/or fees), the Tender will be rejected and excluded from further participation in the tendering process.

3. The total score (written responses + prices) will be determined. The maximum total points that can be obtained per lot is **100 points**.

CV submissions

Upload your CV(s) for each lot you are applying for.

- Please note: No more than two CVs can be submitted for each lot
- For lot 1, the CV(s) should demonstrate compliance with the requirements specified in paragraph 3.2. Please include this CV as part of your submission for award criteria 5.2.1.1.
- For lot 2, the CV(s) should demonstrate compliance with the requirements specified in paragraph 3.3. Please include this CV as part of your submission for award criteria 5.2.2.1.
- For lot 3, the CV(s) should demonstrate compliance with the requirements specified in paragraph 3.4. Please include this CV as part of your submission for award criteria 5.2.3.1.
- 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.
 - 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 5.2.1.1 (Lot 1), 5.2.2.1 (Lot 2), and 5.2.3.1 (Lot 3).
- **If a Tenderer submits a Tender for multiple lots, the expert(s) may only be assigned to a single lot and cannot be proposed for multiple lots.** If the Tenderer mistakenly proposes the expert(s) for multiple lots, the Tendering Authority will use the messaging module in TenderNed to request the Tenderer to specify which offer should be withdrawn.
- **Each CV should not exceed two (2) A4 in length. If the CV exceeds the maximum length, any extra pages will not be considered in the assessment.**

5.2 Award criteria

The table below summarises the award criteria per lot.

Lot 1 – Youth entrepreneurship expert		Maximum points available
5.2.1.1	Qualifications and experience	35
5.2.1.2	Plan of action	45
5.2.1.3	Price	20
Total		100

Lot 2 – Olive Oil Sector expert with knowledge on exports and sustainable production in Morocco		Maximum points available
5.2.2.1	Qualifications and experience	35
5.2.2.2	Plan of action	45
5.2.2.3	Price	20
Total		100

Lot 3 – Education and employment expert agriculture sector Morocco		Maximum points available
5.2.3.1	Qualifications and experience	35
5.2.3.2	Plan of action	45
5.2.3.3	Price	20
Total		100

5.2.1 Award criteria lot 1: Youth entrepreneurship expert

5.2.1.1 Qualifications and experience

Maximum number of points available	Assessment aspects
35	Provide the following information for this award criterion: 1. Complete and upload Annex 06, 'Qualification and experience Lot 1' to demonstrate that the knowledge, experience, and competencies of the Tenderer are suitable for this assignment. Your answer should not exceed three (3) pages A4. Be aware: if you use more than three (3) A4 pages, the exceeding pages will not be taken into account for the assessment. 2. Upload the CV(s) as per the guidelines and requirements stated in paragraph 5.1. Each CV should not exceed two (2) pages A4. Be aware: if you use more than two (2) A4 pages, the exceeding pages will not be taken into account for the assessment. Assessment basis (integrally assessed) Responses will be assessed based on the extent to which the Tenderer's qualifications, achievements, or unique approaches meet or exceed the stated requirements or can contribute additional value to the project.

5.2.1.2 Plan of action

Maximum number of points available	Assessment aspects
45	Provide (and upload) for this award criterion a plan of action for the work to be carried out as part of lot 1 (as described in paragraph 2.2), which includes the following information: 1. A description of your approach, key activities and expected results of the work to be delivered, including a sustainability and exit strategy. The plan should demonstrate a realistic and feasible timeline, resource allocation, and implementation strategy. It should also align effectively with the broader project goals, stakeholder needs, and the local context. 2. Your understanding of Market Systems Development (MSD) and its application to this assignment; 3. A risk analysis and mitigation strategy. Your answer should not exceed four (4) pages A4. Be aware: if you use more than four (4) A4 pages, the exceeding pages will not be taken into account for the assessment. Assessment basis (integrally assessed) Responses will be assessed based on: • The extent to which the proposed approach is clear, feasible, and aligned with the assignment objectives. • The extent to which MSD and systems development principles are understood and effectively applied to this assignment. • The extent to which the sustainability and exit strategy ensures long-term impact. • The extent to which key risks are identified, and appropriate mitigation measures are proposed.

5.2.1.3 Price

Maximum number of points available	Assessment aspects
20	For this award criterion please complete, sign and upload Annex 09. For the assessment method in relation to price see paragraph 5.4.

5.2.2 Award criteria lot 2: Olive Oil Sector expert with knowledge on exports and sustainable production in Morocco

5.2.2.1 Qualifications and experience

Maximum number of points available	Assessment aspects
35	Provide the following information for this award criterion: 1. Complete and upload Annex 07, 'Qualification and experience Lot 2,' to demonstrate that the knowledge, experience, and competencies of the Tenderer are suitable for this assignment. Your answer should not exceed three (3) A4 pages. Be aware: if you use more than three (3) pages A4, the exceeding pages will not be taken into account for the assessment. 2. Upload the CV(s) as per the guidelines and requirements stated in paragraph 5.1. Each CV should not exceed two (2) A4 pages. Be aware: if you use more than two (2) pages A4, the exceeding pages will not be taken into account for the assessment. Assessment basis (integrally assessed) Responses will be assessed based on the extent to which the Tenderer's qualifications, achievements, or unique approaches meet or exceed the stated requirements or can contribute additional value to the project.

5.2.2.2 Plan of action

Maximum number of points available	Assessment aspects
45	Provide (and upload) for this award criterion a plan of action for the work to be carried out as part of lot 2 (as described in paragraph 2.2), which includes the following information: 1. A description of your approach, key activities and expected results of the work to be delivered, including a sustainability and exit strategy. The plan should demonstrate a realistic and feasible timeline, resource allocation, and implementation strategy. It should include an overview of key importers and other partners you propose to work with. It should also align effectively with the broader project goals, stakeholder needs, and the local context. 2. Your assessment of how exports of Moroccan SMEs to the EU could contribute to making the olive oil sector future proof. 3. Your understanding of Market Systems Development (MSD) and its application to this assignment; 4. A risk analysis and mitigation strategy. Your answer should not exceed four (4) A4 pages. Be aware: if you use more than four (4) A4 pages, the exceeding pages will not be taken into account for the assessment. Assessment basis (integrally assessed) Responses will be assessed based on: • The extent to which the proposed approach is clear, feasible, and aligned with the assignment objectives.

	• The extent to which MSD and systems development principles are understood and effectively applied to this assignment. • The extent to which the approach is realistic about how exports of Moroccan SMEs to EU could contribute to making the olive oil sector more future proof. • The extent to which the sustainability and exit strategy ensures long-term impact. • The extent to which key risks are identified, and appropriate mitigation measures are proposed.
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5.2.2.3 Price

Maximum number of points available	Assessment aspects
20	In relation to this award criterion, Annex 09 must be fully completed, duly signed, and uploaded by the Tenderer. For the assessment method regarding price, please refer to paragraph 5.4.

5.2.3 Award criteria lot 3: Education and employment expert agriculture sector Morocco

5.2.3.1 Qualifications and experience

Maximum number of points available	Assessment aspects
35	Provide the following information for this award criterion: 1. Complete and upload Annex 08, 'Qualification and experience Lot 3,' to demonstrate that the knowledge, experience, and competencies of the Tenderer are suitable for this assignment. Your answer should not exceed three (3) A4 pages. Be aware: if you use more than three (3) A4 pages, the exceeding pages will not be taken into account for the assessment. 2. Upload the CV(s) as per the guidelines and requirements stated in paragraph 5.1. Each CV should not exceed two (2) A4 pages. Be aware: if you use more than two (2) A4 pages, the exceeding pages will not be taken into account for the assessment. Assessment basis (integrally assessed) Responses will be assessed based on the extent to which the Tenderer's qualifications, achievements, or unique approaches meet or exceed the stated requirements or can contribute additional value to the project.

5.2.3.2 Plan of action

Maximum number of points available	Assessment aspects
45	Provide (and upload) for this award criterion a plan of action for the work to be carried out as part of lot 3 (as described in paragraph 2.2), which includes the following information: 1. Your assessment of the key opportunities and challenges regarding the inclusion of young women and men in the olive oil value chain in Meknes Fes. 2. A description of your approach, key activities and expected results of the work to be delivered, including an overview of key partners you would propose to work with. The plan should demonstrate a realistic and feasible timeline, resource allocation, and implementation strategy. It should also align effectively with the broader project goals, stakeholder needs, and the local context. 3. A sustainability and exit strategy. Your answer should not exceed four (4) A4 pages. Be aware: if you use more than four (4) pages A4, the exceeding pages will not be taken into account for the assessment. Assessment basis (integrally assessed) Responses will be assessed based on: • The extent to which the proposed approach is clear, feasible, and aligned with the assignment objectives. • The extent to which you presented a realistic and complete overview of the opportunities and challenges for youth employment • The extent to which the sustainability and exit strategy ensures long-term impact.

5.2.3.3 Price

Maximum number of points available	Assessment aspects
20	In relation to this award criterion, Annex 09 must be fully completed, duly signed, and uploaded by the Tenderer. For the assessment method regarding price, please refer to paragraph 5.4.

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% (Exclusion from the tender process)

Poor, insufficient	20% (Exclusion from the tender process)
Very poor, insufficient	10% (Exclusion from the tender process)
No response provided	Exclusion from the tender process

Please note: The Tenderer must score at least 'Fair, not completely satisfactory' for each quality award criterion (i.e. 40% of the maximum points available for that criterion). If a quality award criterion is valued with a lower score than 40% of the maximum points available, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.

5.4 Assessment of the price (daily rate)

Price	Awarded Points
> € 600	<u>Exclusion from the tender process</u>
€ 581 up to and including € 600	0
€ 561 up to and including € 580	2
€ 541 up to and including € 560	4
€ 521 up to and including € 540	6
€ 501 up to and including € 520	8
€ 481 up to and including € 500	10
€ 461 up to and including € 480	12
€ 441 up to and including € 460	14
€ 421 up to and including € 440	16
€ 401 up to and including € 420	18
€ 400 and <€ 400	20

Please note:

- The maximum daily rate for all lots is €600,- excluding Dutch VAT and (if applicable) including local foreign VAT, and all other costs and/or fees.

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

- If a collaboration is needed to fulfil the requirements as stipulated in this Tender Document, then it is possible to submit a tender with a team of maximum two (2) experts, including the lead expert.
- When proposing a team, a single blended rate must be provided. This rate will be used for the evaluation of the price component. If the contract is awarded to the Tenderer, the blended rate shall apply to both the lead expert and the second expert. No deviations or alternative rates will be accepted after the award of the contract.
- If your Tender includes multiple experts, any additional costs, such as time for coordination among the experts, must be covered by the Tenderer.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the award criterion 'Plan of Action'. In the event that the highest scoring Tenderers also achieve an equal score for this award 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 a request from the Tendering Authority, the winning Tenderer—as well as the Tenderer ranked second—shall have 15 (fifteen) calendar days to submit the required supporting 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 paragraph 1.4.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person: jessica.scheffers@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 +31 (0)70 379 88 99 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning. *This obligation does not apply to companies not registered in the Netherlands.* Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [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 or +31 (0)70-3798899 or . 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*	Complete, duly sign, and upload to TenderNed.
Annex 02	Reference assignments (paragraph 4.3.2 Reference data (technical qualifications)	Fill in, print, have the references signed by the referee, and upload them 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 5.2.1.1; Annex 07 "Qualifications and experience for Lot 2" as part of award criteria 5.2.2.1; Annex 08 "Qualifications and experience for Lot 3" as part of award criteria 5.2.3.1.	Complete and upload to TenderNed
Annex 09	Provide your single blended daily rate(s) as described in paragraph 5.4 of the Tender Document for lot 1 and/or lot 2 and/or lot 3.	Complete, duly sign, and upload to TenderNed.

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

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 Single Tender

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

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

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 English.

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

During the fulfilment of the contract, communication must be conducted in Arabic, French and English. The official working language for interactions with companies, youth and sector stakeholders across both three lots is Moroccan Arabic. The reporting language for communications with CBI during the assignment is French and 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, Standby Agreement, 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 standby agreement
Annex 03c: 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: Daily rate(s)