



## **Tender Document**

**Invitation to tender in accordance with  
the European open procedure for the  
procurement of experts for the CBI project  
Kenya Fresh Fruits and Vegetables,  
focusing on a just transition to sea freight**

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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.
Contractor	The party with whom the Contracting Authority concludes the Contract.
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.
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.
Daily rate/price	Daily rate/ price should be understood as the rate/price for 8 hours of work.
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	The Tender that achieves the highest definitive total score

Tender	based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> )
Standby Agreement	A Standby Agreement (in Dutch: wachtkamer-overeenkomst) is an agreement concluded with the Tenderer whose offer has been ranked second-best by the Contracting Authority based on the best price-quality ratio. Under this agreement, the Contracting Authority may, in the first contract year, request the standby contractor to deliver the services if the Contract (including the Further Agreement) with the primary Contractor is terminated during that year.
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.
Tender Document	This document and all of its annexes.
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.

### **Specific terminology and abbreviations**

CSR	Corporate Social Responsibility
SMEs	Small and Medium-sized Enterprises.
SOP	Standard Operating Procedures

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for a CBI project with a focus on the transition from air- to sea freight exports in the Fresh Fruits and Vegetables (FFV) sector of Kenya. For this project we are looking for the following types of consultants:

Lot 1: Fresh Fruits and Vegetables sector expert for sea freight development, business coaching and market development

Lot 2: Systems change expert for ecosystem development

Lot 3: Local (sector) expert for local project management and implementation support

The project started with its inception phase in the fall of 2024. It is expected to enter the implementation phase in November or December 2025 and will have a maximum duration of four (4) years. 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 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

CBI is the centre for the promotion of sustainable production and trade between low- and middle-income countries and Europe. We partner with SMEs and their ecosystem to strengthen their social and environmental sustainability. CBI is part of the Netherlands Enterprise Agency and is commissioned by the Ministry of Foreign Affairs of the Netherlands.

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

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

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

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

Our unique expertise lies in using export as the means – in other words the *main incentive* – to overcome the sustainability challenge and to incentivise the transition of a) the SMEs we work with, b) the markets we operate in and eventually c) the entire sectors of our target countries towards becoming more *inclusive* and *sustainable*. Besides the specific sustainability challenge, all projects

should at least be gender aware, not-climate blind, inclusive for youth and sustain or create decent jobs.

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

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

For further information on the CBI, please visit [www.cbi.eu](http://www.cbi.eu)

### **1.3 Reason for this invitation to tender**

This tender concerns the implementation of the 'Kenya Fresh Fruits and Vegetables – the transition to sea freight' programme, to contribute to the following long-term vision:

The Kenyan FFV sector is actively working towards a just sea freight transition, therewith aiming to reduce CO<sub>2</sub> emissions whilst offering an added value market proposition to destination markets.

The project ambition is:

Frontrunner SMEs in the Kenyan FFV sector are joining the sea freight transition whilst running a profitable business whilst being able to supply a fair income to the FFV farmers in their value chain.

#### **Background information: The transition to sea freight.**

Due to the rising trend of logistics to be carbon neutral, more and more EU market players, including importers in the FFV sector, are shifting towards sea freight dominated import. The EU market is a very important export destination for the Kenyan FFV sector. Therefore, this shift offers both an opportunity and a serious challenge for Kenyan exporters. In Kenya the initiative has arisen to stimulate the transition to sea freight.

While sea freight is gaining traction in Kenya, particularly for products such as avocado, a large share of Kenya's fresh fruit and vegetable (FFV) exports such as green beans, mangoes, herbs and various vegetables, still depends on air freight. This is largely due to persistent logistical challenges in the sea freight system, including long transit times that are incompatible with highly perishable goods and ongoing disruptions in the Red Sea. Moreover, competing markets are often able to serve European buyers more quickly, reinforcing the preference for air freight among Kenyan exporters.

The transition to sea freight may affect SME inclusion negatively, as it requires several investments for SMEs to join, increases financial challenges, requires high quality produce, larger volumes and other logistical challenges. Due to the current dynamics in the sector, the financial burden of the transition to sea freight lies mainly with the SME. On top of the transition to sea freight, market requirements are strict, and EU buyers focus on short delivery times, punctual delivery, good quality and compliance with strict food safety requirements at low prices. While the EU market offers benefits for SMEs, the steps to enter or continue exports via sea freight to the EU are for many SMEs too big. This will undoubtedly also affect their suppliers (farmers) and may eventually increase a dominance of only large companies and multinationals.

At the same time, there is a growing EU demand for sustainable and inclusive production with an interest of EU importers to address environmental and social issues in their value chains. If included, SMEs can play positive role in the transition. This, together with the commitment of the Kenyan FFV sector to invest in the development of sea freight, offers momentum and an opportunity to aim for a **just transition**.

Together with committed Kenyan stakeholders and the growing EU demand for sustainable and inclusive trade, this CBI project seizes this momentum to ensure no one is disadvantaged in the shift to sea freight. The central sustainability challenge is clear: *"The transition to sea freight is not inclusive and SMEs might miss the boat. Ensuring a just transition from air freight export to sea freight export, reducing CO<sub>2</sub> emissions in the Kenyan FFV sector, where no one is left behind or disadvantaged."*

**Note that** this CBI programme is not implemented in isolation, but should be linked and adjusted where needed to other international programmes on modality shifts and sector transformation. At this stage, the following organisations have connecting activities to the CBI programme: TradeMark Africa (BEEEP), the Netherlands Embassy in Nairobi (logistics and horticulture), PSD Coach RVO (capacity building with exporters).

#### 1.4 Time schedule

The schedule below applies to this tendering process.

15 August 2025	Issuing of publication, start of tendering period.
1 September 2025 at 14:00 CEST	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement, the Standby-Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to aforementioned documents.
11 September 2025	Issuing of Memorandum of Information.
22 September 2025 at 14:00 CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 39 up to and including week 42	Assessment of Tenders.
21 October 2025	Announcement of the award of the Contract and Standby-Agreement.
10 November 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 and Standby-Agreement
5 November 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
14 November 2025	Starting date of Contract/Standby-Agreement.

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

## 2. Description of assignment

### 2.1 Description and objective of the project

As mentioned in the introduction, the overall project objective is that (frontrunner) SMEs in the Kenyan FFV sector are joining the sea freight transition whilst running a profitable business and whilst being able to supply a fair income to the FFV farmers in their supply chain.

The project will be working with the fresh produce categories that are most applicable for sea freight; avocado, mango and beans (specifically French beans and snow peas). There seems to be potential for the export of passion fruit via sea as well.

#### Avocado

- Avocado is Kenya's leading fruit export, accounting for 80% of fruit exports and nearly 17% of Kenya's total horticultural exports.
- Mainly exported by sea already (90%), but 30% growth expected in coming years. Focus could be on streamlining this growth.
- The main challenge is the insufficient quality.
- The avocado VC may play an accelerating role in the transition to sea freight and open up opportunities for other VCs through increased use of facilities and infrastructure. The VC offer opportunities to gain interest for a direct shipping line Mombassa – Rotterdam.

#### Mango

- Despite the importance of the EU to Kenya's wider fresh produce export basket, Kenya's main export destinations for mangoes are to the Middle East (UAE, Saudi Arabia, Oman and Qatar), and within the wider East African region (e.g. to Uganda).
- Mango exports into the EU have been further suppressed due to the fruit fly pest which led Kenya to introduce a self-imposed export ban to the EU in 2014, and which has only recently been lifted thanks to the EU's acceptance of hot water treated mangoes in 2023.
- Main challenges:
  - Fruit fly (including a self-ban) and lack of availability of hotwater treatment facilities (EU requirements).
  - Post harvest losses of over 40% are common (smaller SMEs have larger losses compared to larger companies).
  - Shipping time is too long.

#### Beans

- With 95% of vegetables consumed currently domestically, the export market represents a significant area of untapped opportunity.
- The main vegetable exports are French beans (47% of vegetable exports in 2019), snow peas (21%), sugar snaps, baby corn, carrots, cabbages, and onions. French beans are thus the leading vegetable export from Kenya, accounting for 47% of total vegetable exports in 2019.
- The main challenge is that with the current shipping times are too long, making it impossible to ship beans via sea. Successful trial shipments via sea were made before Covid and the Red Sea disruptions happened.
- There is a lot of competition on beans from other markets in, amongst others, Northern African countries, as those shipping times are only up to 6 days. This leads to Kenyan exporters looking into shifting to exports of avocado.

In all three value chains, a difference can be made by increasing production (quality and quantity), creating decent jobs and decent incomes and make the value chains more sustainable.

#### Root causes to the sustainability challenge

During the development phase of the project, it was found that there are several root causes to the sustainability challenge:

1. Current relations between EU buyers and Kenyan FFV SMEs are often weak

2. SMEs are often unable to meet the strict EU entry requirements
3. SMEs have difficulties in building a stable relation with their suppliers
4. Cooperation between SMEs to join the sea freight transition together is lacking.

This project we will work on four key aspects to address these root causes

1. Improving trade relations between EU buyers and Kenyan FFV SMEs;
2. Developing capacity so that SME exporters can meet strict EU entry requirements;
3. Building stronger SME-supplier relationships, and;
4. Fostering cooperation within the sector to jointly embrace the sea freight transition.

There currently are several initiatives and programmes being developed and implemented by development organisations, government and sector associations to take the momentum and to address the challenges and opportunities of the transition to sea freight. This CBI project will work closely together with others, such as the Embassy of the Kingdom of the Netherlands in Nairobi (with the combi-track approach) and Trade Mark Africa (BEEEP project) who focus also on root causes related to logistics and port development to accelerate the general transition to sea freight exports.

## 2.2 Target group and project pathways

The direct target group for impact are SMEs (its owners and the workers). Indirectly, the project aims to support the suppliers of the SMEs (farmers) to create fair farmer income.

The project will focus on three (3) target groups operating in the Kenyan FFV sector which are thoroughly described below. SME exporters in all target groups are considered as a project partner (instead of merely recipients) and need to be willing and able to contribute to the Sustainability Challenge. Moreover, the project will actively involve CBI alumni SMEs (they can be in any of the following target groups).

1. (Future) frontrunners: SMEs or larger exporters from Kenya that already export FFV to the EU through sea transportation. The frontrunner companies will work as a mentor for smaller companies in the sector, stimulating peer-to-peer learning. SMEs who are not yet ready to be a frontrunner, but who are expected to be in about one (1)- three (3) years into the CBI project will be viewed as a future frontrunner.
  - a. They are willing to contribute to the Sustainability Challenge.
    - i. Underline the importance of improving or moving to sea transportation as a requirement from the supermarkets and consumers in the EU, and what this could mean for the entire Kenya FFV sector/transition (technically and marketing wise)
    - ii. See the added value of value chain cooperation and its impact on the sector performance and competitiveness
    - iii. Are motivated to coach other Kenyan companies and are willing and have the potential to spend time and achieve results on this
    - iv. Are willing to (re)create SOPs.
  - b. They are able to contribute to the Sustainability Challenge
    - i. Exporting to the EU (preferably via sea transportation)
    - ii. Certified with e.g. Global GAP
    - iii. Are a (potential) sector mover
    - iv. Have stable buyer relations with importers
2. Second movers: SMEs in the FFV sector who are already exporting to the EU and want to join the transition to sea freight but lack the capacity, knowledge, volumes. They are willing to contribute to the Sustainability Challenge, they underline the importance of improving sea transportation to the EU and what this could mean for the entire FFV sector/transition. They are motivated to join the transition, and willing to (re)create SOPs.
  - a. Important note: CBI will not be working on supporting the SME on export readiness from scratch. This means that an important requirement for this group, is that the SME is already exporting to the EU and have stable buyer relations with an EU importer. SMEs who do need support in export readiness can be supported by other development agencies in the sector (such as Agriterro, PSD, IPD).

- b. This group can receive support in challenges they face in transitioning to sea freight exports, either by an CBI expert (e.g. quality improvement, certification, access to finance, the facilitation of aggregation of produce into a container) or by the frontrunner group (e.g. on export readiness, trainings, lobbying).
- 3. Influencers: Sector stakeholders such as BSOs, universities, research institutions and other public and private service providers that can play a supportive role to exporters in the FFV sector. They are:
  - a. Willing to contribute to the Sustainability Challenge. They underline the importance of (improving) sea transportation to the EU and to keep or improve Kenya's position in the international fresh produce export market (EU). They see the relevance of value chain cooperation and the impact it can have on the entire sector, are willing to work on branding, sector collaboration, and logistical challenges.
  - b. Able to contribute to the Sustainability Challenge: have the capacity to support SMEs in the transition to sea freight, can support and join pilot projects

### **Project pathways**

Several activities<sup>1</sup> have been carried out as part of the development and inception phase to research the challenges and opportunities in the transition to sea freight. This provided a comprehensive understanding of the challenges, opportunities in the sector and inputs to further define focus areas of this project. To address the key challenges facing Kenyan FFV SMEs in the shift from air to sea freight, the project will follow three strategic pathways. Each pathway targets a specific group and tackles a set of systemic barriers to ensure an inclusive and sustainable transition.

With the aimed results:

1. Strong, stable trade relationships between EU buyers and Kenyan FFV SMEs are established.
2. SMEs join the transition to sea freight export and continuously create space and opportunities for themselves.
3. SMEs grow their business in an inclusive, innovative and exploring manner and thereby generate
  - fair farmer income along their supply chain.

The project will work along three pathways to address the four identified underlying causes why SMEs might miss the boat in this transition resulting in an *unjust transition*. Per pathway is highlighted what the main target group of action is.

#### Pathway 1: Strong, stable trade relationships between EU buyers and Kenyan FFV SMEs are established

To make the shift from predominantly airfreight exports towards seafreight dominated exports investments at different levels are needed. Due to the sea freight transition, SMEs have to make more costs than in some cases they can bear. This includes costs for transportation (cold chain), probably other packaging methods, but also costs for customs at the port of Mombasa. It also takes longer for the products to arrive in Europa, which may result in longer waiting times for payment and more instability. This pathway will focus on an improved and more stable relationship between EU buyers and Kenyan FFV SMEs.

The aim is to build strong and structural relationships between SMEs and buyers and work on a new model of trade with frontrunners importers and SMEs, who are highly motivated to look for an alternative for the current status quo of lowest price. A good relationship with a buyer is important to have certainty in the offtake and to see if a new form of cooperation is possible in which advance payment can be made in order to share the burden. An advantage for the importer is also that the SME can invest in quality improvement. Due to this need for investments and new techniques for the sea freight transition, Kenyan SMEs and EU buyers will focus on finding an optimum in product-

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<sup>1</sup> Online focus group discussions on mango, avocado and beans in November 2023, a workshop on the transition to sea freight in Kenya's FFV sector in Nairobi in November 2024, an importer focus group discussion on the Fruit Logistica, and a Business Case kick-off session in Nairobi in March 2025

market combinations resulting in a fair price, through pilot projects. These models of engagement between EU buyers and SMEs could be scaled as a best practice to other SMEs and importers.

The project will start pilots with frontrunner EU importers and a selected group of frontrunner SME exporters in either avocado, mango and/or beans, and their suppliers to test and develop new models to cooperate as buyers and exporters and share the investments to join the sea freight export.

**Main target group pathway 1:**

1. Frontrunners: exporting companies of FFV – either big or SMEs - that already export FFV through sea transportation. With this group new models for improved buyers relations will be tested and might eventually be scaled up to second movers (and/or alumni).

Pathway 2: SMEs join the transition to sea freight export and continuously create space and opportunities for themselves

This pathway is focused on cooperation between SMEs, sector alignment and service development, all with the aim to increase the opportunities for SMEs to export via sea. To ensure that SMEs jointly can benefit from the sea freight transition collaboration and uniformity is needed. The current volume small-scale farmers produce and sell are in many cases not adequate to be transported by sea. It requires larger volumes to fill a container and (EU) buyers prefer often to buy from one larger farmer rather than from several smaller farmers, to ensure adequate and uniform quality. It requires a rethinking of the set-up of several value chains who were fully focused on air freight, where smaller volumes were no issue.

This pathway is about the shell around the SMEs. This includes cooperation between SMEs to jointly fill a container (create volume), that SMEs jointly negotiate contracts for shipment opportunities via sea freight, but also joint lobbying for better conditions for SMEs (e.g. so that not everything is only aimed at larger parties or the costs are extra high for smaller companies). Services should become available that support SMEs to export by sea, even though their volumes may be small.

The pathway will work as much as possible with (local) service providers to increase the ability of SMEs to enter the market. Hence, as final part of this pathway, the project will also focus on service provision, including making cold storage solutions available and hot water treatment for the mango sector accessible. The needs of SMEs will be identified and matchmaking between service providers (both public and private) will be facilitated. On the other hand, service providers will be identified and supported to provide relevant services and expand their offer. Coaching of service providers and creating a financially viable service offer will also be part of this pathway. If and where necessary direct support can be considered.

As part of this pathway best practices on buyer relations, on product improvement and value chain cooperation for sea freight export (including the creation of SOPs and experiments with interventions to delay the ripening of products) will be showcased to the wider sector. This is part of the scaling strategy.

**Main target group pathway 2:**

1. Frontrunners: exporting companies of FFV – either big or SMEs - that already export FFV through sea transportation;
2. Alumni: former CBI ECP/BEC participants that do export, but not by sea yet;
3. Second movers: new SMEs that want to export to the EU, but do not do so at (yet)

In this pathway it is crucial that all type of SMEs work together and exchange experiences and tested solutions.

Pathway 3: Second Mover SMEs grow their business in an innovative and exploring manner and thereby generate fair farmer income along their supply chain

To continue export to the EU, more is needed than just getting on board the ship. This pathway is thus not only related to the sea freight transition but more generally to the increasingly strict requirements from the EU. In addition to sea freight investments, SMEs must also have their quality in order and relevant certification is required. This pathway will focus on awareness raising and capacity building on quality standards, EU requirements and certification. It will start with more direct interventions, while working towards a vivid sector who is providing these services (as part of pathway 2). It will also focus on gaining technical skills through pilots on product improvement for sea freight export, so that the products are suitable for the often long shipping time. This includes pilots of better collaboration throughout the entire value chain, where SMEs and farmers work together on a consistent quality, stable supply and stable income. Another important aspect is that SME exporters should have access to finance to be able to further develop their business.

This pathway also includes a track on improving supply chain management, including better cooperation with the suppliers. A more direct and stable link with suppliers (farmers) means that SMEs can also guarantee quality. If SMEs can offer stability to farmers, this also makes it more attractive for farmers to supply to SMEs. Together they will also work on a more stable income for farmers who supply to SMEs. This will eventually lead to strong and stable businesses, generating also stable farmer income along the supply chain.

### **Main target group pathway 3:**

1. Alumni: former CBI ECP/BEC participants that do export, but not by sea yet;
2. Second movers: new SMEs that want to export to the EU , but do not do so at all yet

In this pathway best practices of frontrunners will be shared and scaled up to second movers (both alumni and non-alumni), who are interested in the EU market as their main destination market and would like to do so through sea freight. Even though they are not the main target group, there will be an important role for the frontrunners, to support other SMEs and improve their supply chain management.

## **2.3 Target market**

The target markets for this project are countries in the EU where there is a demand for Fresh Fruits and Vegetables exports via sea freight (/a mixed assortment of exports).

## **2.4 Project/CBI approach**

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

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

The process begins with demarcating the targeted system part, followed by envisioning a future-proof, well-functioning, sustainable sector. In this case, that vision is: "The Kenyan FFV sector is actively working towards a just sea freight transition, therewith aiming to reduce CO2 emissions whilst offering an added value market proposition to destination markets." This vision guides the development of intervention strategies, continuously validated and refined by CBI project managers, external experts, and local stakeholders.

Through our projects, we seek to address market failures' root causes for lasting, inclusive growth. We focus on systemic changes and sustainable service delivery models development. In this project, we will facilitate rather than directly implement as much as possible, encouraging market actors and

institutions to develop solutions and services for sector-specific constraints and opportunities. Our goal is to establish long-term, sustainable services, with an exit strategy envisioned from the start.

## **2.5 Role of the experts**

CBI is searching for experts to work on the pathways as mentioned above with the three (3) target groups (including CBI Alumni).

### **Lot 1: Fresh Fruits and Vegetables sector expert for sea freight development, business coaching and market development**

This expert:

- Has specific knowledge on FFV and the transition to sea freight. Understands the challenges SMEs face in joining the transition to sea freight, certification, quality control, and professionalisation.
- Applies systems change strategies.
- Coaches SME exporters on their product portfolio and the impact of air to sea transportation.
- Has a strong knowledge of EU FFV markets and buyer requirements (such as quality, certification, logistics, finance).
- Is familiar with inclusive business models, value chain strengthening, and product-market combinations.

#### **Role and activities:**

- Conduct needs assessment among SMEs to understand their specific challenges related to the transition to sea freight and for grasping opportunities related to creating fair farmer income along their value chain.
- Identify and connect (frontrunner) EU importers with Kenyan frontrunner SMEs. Co-develop SME-importer cooperation models (e.g., advance payments, joint investments) in collaboration with lot 2 and other relevant projects in the sector.
- Provide tailored coaching to (future) frontrunners to build capacity as sector influencers and peer coaches. Transfer coaching skills to the frontrunner SME group.
- Identifies potential second movers early in the project, assesses their interest and needs, and collaborates with the project team to create tailored strategies for effective scaling.
- Support future frontrunner and second mover SMEs to adopt professional supply chain management and collaboration models. Guide future frontrunner and second mover SMEs through certification processes and compliance processes for EU markets.
- Facilitate peer learning, experience sharing, and mentorship among SMEs.
- Stimulate supply chain collaboration.
- Lead and initiate pilots to optimize product-market combinations and quality of FFV produce that align with sea freight realities. Thereby translating EU trends and packaging standards into operational procedures (e.g., SOPs) in collaboration with key industry stakeholders and the expert in role 2.
- Facilitate collaboration and joint lobbying/advocacy initiatives among SMEs.

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

## **Lot 2: Systems change expert for ecosystem development**

This expert:

- Supports sector alignment and strengthens local service provision.
- Is experienced in strengthening enabling environments and support ecosystems.
- Has a strong track record in MSD and systems thinking.
- Is skilled in capacity building, public-private dialogue facilitation, and advocacy.
- Engages relevant ecosystem partners to ensure the sustainability and long-term impact of the project's outcomes.

### **Role and activities:**

- Applies systems change strategies to support the (just) transition towards an inclusive and resilient ecosystem for FFV exports by sea.
- Facilitate alignment among sector actors on sea freight transition, certification, access to finance, sea-freight logistics to support supply chain collaboration.
- Builds awareness and urgency among sector stakeholders about the opportunities in the EU market.
- Facilitate discussions about policy advocacy to ensure that smaller SMEs are not disadvantaged by regulations or market dynamics in the sea freight transition. Support the creation of a roadmap for with sector influencers.
- Design and manage sector-wide learning and reflection processes. Documents lessons learned and facilitates the dissemination of best practices to stakeholders.
- Support matchmaking with public and private service providers. Actively establish cross-connections with other parties (Agriterra, PSD, IPD, etc.) for all pathways.
- Guide the development of SOPs in the sector. Coordinate with WUR and influencers on the dissemination of SOPs into the sector (such as training) and institutional capacity building.
- Leads sector alignment initiatives, bringing together stakeholders to strategize for future resilience and share best practices in the transition to sea freight, access to finance, export-importer relations.
- With a scaling strategy in mind, the expert will facilitate the collection and dissemination of best practices through sector influencers to inspire adoption of the best practices by other companies in the sector together with the expert team.

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

## **Lot 3: Local (sector) expert for local project management and implementation support**

This expert:

- Can reach Nairobi within a distance of no more than 500 kms from Nairobi.
- Has a deep understanding of the Kenyan FFV sector and its dynamics (especially avocado, mango, beans).
- Has a strong network among private sector, relevant government agencies, and support services in the Kenyan FFV sector. Specifically with relation to sea-freight logistics.
- Has experience in project management and coordinating multi-stakeholder processes.

## **Role and activities:**

- Facilitate connections and cooperation among SMEs and local service providers.
- Support the design and rollout of sea freight pilots and buyer linkage activities
- Stimulate and support the lobbying for
- Provides follow-up coaching to SMEs and other sector stakeholders as needed.
- Translate EU requirements to the local context and support SME understanding and uptake.
- Coordinate project implementation and stakeholder engagement on the ground.
- Maintains, together with experts from role 1 and 2, regular communication with sector stakeholders to foster engagement and monitor progress.
- Provide research support and contribute to adaptive management
- Provide logistical support for project events and activities (both in Kenya and in Europe)
- Coordinates project activities and logistics to ensure seamless execution.
- Collaborate closely with experts from role 1 and 2 to align activities and maximize impact.

The level of activity for this role will vary based on project requirements, management decisions, and the evolving needs and opportunities within the Kenyan FFV sector.

The expert is expected to be able to meet with stakeholders on location when it becomes clear that a physical meeting is required. The expert therefore must be located no more than 500 km from Nairobi. The expert will maximize the use of online platforms for meetings and coaching in between physical encounters. The expert will collaborate closely with other experts contracted under this tender, as well as with any additional experts contracted outside the framework of this tender. The CBI Programme Manager will decide on intervention strategies per pathways, carries out project management within each pathway, provide guidance for usage of CBI's tools for adaptive monitoring and on how to apply CBI's methodology, will manage and oversee the allocation of activities and strategic decisions, considering project requirements, stakeholder needs, and budget considerations.

## **Cross-cutting**

- Scaling of best practices and working on the exit strategy
- Reflexive monitoring
- Facilitate pilot projects with frontrunner SMEs and EU buyers
- Establish learning loops, including feedback and adaptive learning moments throughout
- Organize learning events and publish best practices on SME cooperation, sea freight logistics, and buyer engagement
- Strengthen local service providers (e.g., hot water treatment, cold storage) via matchmaking, coaching, and business modelling
- Create a knowledge-sharing and scaling platform for replication and sector-wide impact

Note that besides the experts mentioned in this team, additional experts with specialized thematic expertise on CSR (e.g. gender) may be contracted in separate assignments to support the project's implementation. The experts contracted under this Tender will work closely both amongst themselves and with any other experts who may be contracted by CBI outside the framework of this Tender. This collaborative approach aims to achieve the project's objectives efficiently and cohesively. Final decisions regarding the allocation of specific assignments and coordination between experts will be made by the CBI Programme Manager to ensure smooth project execution and to minimize role overlap.

## **2.6 Role of the expert within the project team**

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

The expert is part of a broader team that includes both locally based and international external experts and service providers, contracted by CBI for specific project activities. The team also includes

CBI staff, particularly the Programme Manager and Project Officers based in The Hague, as well as staff and experts from potential development partner organizations (such as donors).

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

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

If this also does not lead to improvement, or if collaboration problems persist or issues arise in the execution of a sub-assignment, the Contracting Authority will proceed to replace the relevant expert. This can be done in two ways: (1) the Contracting Authority may request the Contractor to replace the expert, or (2) the Contracting Authority may make use of the concluded Standby Agreement during the first year of the Contract. It is at the sole discretion of the Contracting Authority to determine which option will be pursued. In the event that the Contracting Authority opts to conclude a framework contract with the standby contractor, whereby the standby contractor will take over the execution of the assignment concerning the relevant lot from the Contractor, the Contractor shall not be entitled to any form of compensation or damages.

#### 1. Replacement of expert by Contractor

- If the underperforming expert belongs to a company, the company will be invited to suggest a replacement who meets the requirements and preferences for the assignment (at a minimum, the replacement should be at the same level as the expert being replaced).
- If the company is able to propose a replacement, which consist of more than one (1) expert candidate, CBI will select the best candidate. If the company cannot propose a replacement or hire another expert, the Contracting Authority can terminate the Contract and Further Agreement and make use of the Standby Agreement in the first year of the Contract and otherwise conclude a new contract with another company or self-employed professional without staff after year one (1).

In the event that a self-employed professional without staff has to be replaced, the Contracting Authority can terminate the Contract and Further Agreement and make use of the Standby Agreement in the first year of the Contract and otherwise conclude a new contract with another company or self-employed professional without staff after year one (1).

- Before the replacement can be made, it must be approved by the Contracting Authority. A provision (amendment clause) will be included in the framework agreement stipulating that an expert may be replaced in case of poor performance or collaboration issues.

## 2.7 Lots

The invitation to tender has been divided into three (3) lots (see table below). By using a mechanism of a general framework agreement and Further Agreements for specific assignments, it is possible to plan the activities in line with the development of the project and to specify the exact scope at the moment that an expert is needed. Per lot we plan one framework agreement.

<b>Lot</b>	<b>Number of framework agreements</b>
1. Fresh Fruits and Vegetables sector expert for sea freight development, business coaching and market development	1
2. Systems change expert for ecosystem development	1
3. Local (sector) expert for local project management and implementation support	1

## 2.8 Contract Period

The Tendering Authority intends to establish a Contract for each lot for a period of two (2) years, with a unilateral option to extend the contract up to two (2) times, each time for a period of one (1) year.

The total duration of the Contract for each lot is maximum four (4) years including both extension-options. If, for any reason, this project cannot be completed within the specified duration, including extension, the Contracting Authority has the option to extend this Contract by the time necessary to complete the project. If this is the case, this extension has to be executed within the maximum budgets per lot as mentioned in section 2.10.

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

## 2.9 Standby Agreement

A Contract for each lot 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 Agreement for each lot will be concluded with the Tenderer who obtains the second-highest score. The duration of this Standby Agreement is one (1) year.

The Standby Agreement 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 Contract/ further 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 Agreement. The Standby Agreement is attached to this Tender Document as annex

03b.

## 2.10 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).

<b>Lot</b>	<b>Maximum contract value in EUR exclusive of Dutch VAT and including all local foreign VAT and all other costs and fees</b>
1. Fresh Fruits and Vegetables sector expert for sea freight development, business coaching and market development	Maximum total contract value: 345.000,-
2. Systems change expert for ecosystem development	Maximum total contract value: 365.000,-
3. Local (sector) expert for local project management and implementation support	Maximum total contract value: 120.000,-

The estimated values are an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation. Note that the budget for each lot has been established based on the assumption of one (1) expert per lot.

This Contract consists of various assignments, referred to as Further Agreements. It is expected that the Contracting Authority will conclude every year new Further Agreements.

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

### 3. Requirements to this assignment

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

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

#### 3.1 General requirements

For all lots:

- 3.1.1 **One expert:** Per lot, a maximum of one (1) expert may be proposed by Tenderer for the execution of the assignment. During the execution of the assignment, the expert will also serve as the (sole) point of contact for the CBI Programme Manager.
- 3.1.2 **Collaboration:** Proven experience in collaborating effectively with remote or cross-disciplinary teams. Please note: if an expert is not functioning properly in his/her role, i.e. unable to properly execute the assignment and/or collaborate effectively with experts in other lots, he or she will first receive a warning in writing, from the Programme Manager. If the collaboration does not improve within a reasonable period set by the Programme Manager, a second and last warning follows. If this does not resolve the situation, the Contracting Authority is allowed to request Contractor to replace the expert for another expert with the same degree of expertise as required in this Tender Document, or terminate the Contract for the respective lot.
- 3.1.3 **Coaching schedule:** The coaching is done continuously throughout the year/week and not arranged via fixed days per week or per month. In principle experts should be available all year round.
- 3.1.4 **Location expert lot 3:** For lot 3, the expert must be located no more than 500 km from Nairobi.

#### 3.2 Language requirements

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

#### 3.3 Requirements relating to knowledge and to professional experience for lot 1: Fresh Fruits and Vegetables sector expert for sea freight development, business coaching and market development

- 3.3.1 At least five (5) years of professional experience, within the last ten (10) years, counted from the time of submission of the Tender, supporting SMEs in the FFV sector in developing countries, specifically related to supply chain professionalisation, certification processes, and meeting EU buyer requirements.
- 3.3.2 At least three (3) years of experience, within the past ten (10) years, counted from the time of submission of the Tender, in supporting the transition from air to sea freight for perishable

goods, including guidance on product-market combinations, transport-related quality maintenance strategies, and logistics planning.

- 3.3.3 At least three (3) years of experience, within the last ten (10) years, counted from the time of submission of the Tender, in providing tailored coaching to exporting SMEs, including peer-learning facilitation, mentorship development, and capacity-building in business development and compliance for EU market access.
- 3.3.4 At least three (3) years of experience, within the last eight (8) years, counted from the time of submission of the Tender, in building and maintaining an up-to-date and active network of EU buyers/importers/agents in the EU FFV sector, that can be activated in favour of the Kenya FFV and sea freight supply chain.
- 3.3.5 At least three (3) years of experience, within the last eight (8) years, counted from the time of submission of the Tender, having proven practical experience with sector transformation and/or MSD in an international context of trade and development.
- 3.3.6 At least three (3) years of experience, within the last eight (8) years, counted from the time of submission of the Tender, having proven practical experience in fields related to business, agribusiness, or agriculture with a commercial/market focus.

### **3.4 Requirements relating to knowledge and to professional experience for lot 2: Systems change expert for ecosystem development**

- 3.4.1 At least two (2) years of experience, within the last five (5) years, counted from the time of submission of the Tender, in designing and implementing systemic change and/or MSD interventions in trade and agricultural sectors, preferably with a focus on enabling environments, service ecosystems, and public-private dialogue.
- 3.4.2 At least three (3) years of experience, within the last ten (10) years, counted from the time of submission of the Tender, in supporting public - private stakeholder collaboration to achieve systemic change in the FFV sector.
- 3.4.3 At least three (3) years of experience, within the last ten (10) years, counted from the time of submission of the Tender, in providing institutional development support to sector actors in developing countries in the agri-food or FFV sector, such as sector associations and business support organisations.
- 3.4.4 At least three (3) years of experience, within the last six (6) years, counted from the time of submission of the Tender, facilitating sector-wide learning, reflection processes, and documentation of lessons learned and best practices, aimed at influencing system-wide adoption among value chain actors.
- 3.4.5 At least three (3) years of experience, within the last eight (8) years, counted from the time of submission of the Tender, in applying Monitoring, Evaluation, and Learning (MEL) tools and methodologies to track project progress and inform adaptive management strategies.
- 3.4.6 At least three (3) years of experience, within the last six (6) years, counted from the time of submission of the Tender, of working in an international development context, with relevant experience in Eastern Africa.

### **3.5 Requirements relating to knowledge and to professional experience for lot 3: Local (sector) expert for local project management and implementation support**

- 3.5.1 At least three (3) years of experience within the last six (6) years, counted from the time of submission of the Tender, in project management and implementation for (semi) governmental organisations/donor organisations, including organising logistics for projects or events in Kenya.
- 3.5.2 At least two (2) years of experience, within the last six (6) years, counted from the time of submission of the Tender, in offering support to stakeholders and project partners for project implementation in the FFV sector or similar industries.
- 3.5.3 At least three (3) years of experience within the last six (6) years, counted from the time of submission of the Tender, building and maintaining an active network within the Kenyan FFV sector, which can be leveraged for systems change initiatives.

- 3.5.4 At least three (3) years of experience within the last six (6) years, counted from the time of submission of the Tender, in maintaining consistent and effective communication with multiple stakeholders to drive project goals and find /uphold synergies.
- 3.5.5 At least three (3) years of experience within the last six (6) years, counted from the time of submission of the Tender, in arranging and facilitating business related issues in the Kenyan context, as well as excellent capabilities for logistical 'trouble-shooting'.
- 3.5.6 At least three (3) years of experience within the last six (6) years, counted from the time of submission of the Tender, in arranging and monitoring logistic arrangements on the ground in Nairobi.

### **3.6 Requirements relating to the prices/rates**

- 3.6.1 The Tenderer will provide the rates in EURO applicable to this assignment by filling in the appendix entitled 'Prices/Rates' (Annex 09).
- 3.6.2 The daily rates must be in euros and all inclusive. The price/rates do not include Dutch VAT and (if applicable) do include all local foreign VAT, fees and costs. 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, and local travel and accommodation expenses. "Local" is in this case the city where the expert is based.
- 3.6.3 The maximum daily rate, excluding Dutch VAT and (if applicable) including all local foreign VAT, and other fees and costs for the expert under this Tender is as follows:

#### Daily rate lot 1: Fresh Fruits and Vegetables sector expert for sea freight development, business coaching and market development

The Tenderer has the option to propose either an international expert or a national expert for lot 1. An international expert is defined as an expert who does not reside in Kenya.

A national expert is defined as an expert who resides in Kenya.

- o When proposing an international expert, the maximum daily rate for lot 1 is €750, excluding Dutch VAT and including all local foreign VAT and other fees and costs.
- o When proposing a national expert, the maximum daily rate for lot 1 is €350, excluding Dutch VAT and including all local foreign VAT and other fees and costs.

#### Daily rate lot 2: Systems change expert for ecosystem development

The Tenderer has the option to propose either an international expert or a national expert for lot 2. An international expert is defined as an expert who does not reside in Kenya.

A national expert is defined as an expert who resides in Kenya.

- o When proposing an international expert, the maximum daily rate for lot 2 is €750, excluding Dutch VAT and including all local foreign VAT and other fees and costs.
- o When proposing a national expert, the maximum daily rate for lot 2 is €350, excluding Dutch VAT and including all local foreign VAT and other fees and costs.

#### Daily rate lot 3: Local (sector) expert for local project management and implementation support

The maximum daily rate for lot 3 is €350, excluding Dutch VAT and including all local foreign VAT and other fees and costs.

These daily rates for lot 1, 2 and 3 are maximum rates. If Tenderer offers a higher rate per expert, the Tender is set aside and excluded from further participation in the tendering process.

- 3.6.4 In case the expert does not reside in Kenya, you may, when carrying out assignments in Kenya, invoice local expenses according to the flat rates on the UN-DSA list. The

UN-DSA list is specified per region/city. Accommodation and local travel expenses may be invoiced at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (<https://icsc.un.org/>).

- 3.6.5 In case the expert does reside in Kenya you can only invoice the abovementioned UNDSA, when travelling to one of the regions/cities of the project the expert is NOT located in, after explicit approval of the Programme Manager. The costs for travelling within the expert's own city must be included in your daily rate.
- 3.6.6 The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
- 3.6.7 The rate is fixed for the duration of the framework agreement and cannot be indexed.
- 3.6.8 The Tenderer will charge retrospectively based on actual DSA costs and specify DSA daily rates.

### **3.7 Tax-related requirements**

- 3.7.1 The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.7.2 If the Contractor indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen (15) calendar days of the request to do so.
- 3.7.3 Contractor is liable for any extra costs for Netherlands and/or foreign VAT due if Contractor incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, Contractor is liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.7.4 Tenderer guarantees that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.7.5 Contractor indemnifies the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.7.6 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
- 3.7.7 If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.  
Contractor is liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
- 3.7.8 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

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

### **3.8 Invoicing requirements**

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

#### **For companies established in the Netherlands**

##### E-invoicing

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

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

#### **For companies not established in the Netherlands**

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

### **3.9 Travel policy (for all lots)**

The following travel policy must be adhered to:

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

## **4. Requirements concerning the Tenderer**

### **4.1 Introduction**

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

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

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

### **4.2 Exclusion Grounds**

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

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

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

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

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

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

The evidence consists of:

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

**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.

#### **4.2.1 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 in the Kenyan FFV sector. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in Kenya or importing companies, during the terms of the Contract and Further Agreement(s) that trade in services covered by this tender from developing countries covered by this tender.

Any expert under this tender should be able to act fully independently, during the terms of Contract and Further Agreement(s) under the strict requirement that no preferential advice will be given to any company or organisation which might favour the own (commercial) interests of the expert. In case of potential risks of conflicts of interests, the Tenderer can has to make these risks explicit in the Tender. In case of potential risk situations, the Tenderer needs to show that 1. such risk for a potential conflict of interest is limited, and 2. that the expert has adequate mitigation measures in place in case a potential conflict of interest might arise. The Tendering Authority decides if the explanation is sufficiently plausible and if the two elements have been adequately proven in the Tender. If that's not the case the Tendering Authority can exclude the Tenderer from participating in the tendering process.

In case a conflict of interest arises during the terms of the Contract and Further Agreement(s) RVO/CBI reserves the right to take adequate measures, for example relevant clauses in further contracting agreements, and/or restricting the activities and or termination of the Contract and Further Agreement(s).

### 4.3 Suitability Requirements

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

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

#### 4.3.1 Financial and economic standing

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

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

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

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

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

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

#### 4.3.2 Reference data (technical qualifications)

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

##### Core competences lot 1

1. Tenderer has experience with advising companies in developing countries within the fresh produce sector on matters pertaining to product development, export management and social compliance.
2. Tenderer has experience with engaging stakeholders from across the FFV sector, such as public institutions, private companies, and civil society organizations, to collaboratively drive systemic change and foster sustainable sector development.

##### Core competences lot 2

1. Tenderer has experience with facilitating systemic change within fresh produce sectors, preferably the FFV sector, in developing countries through public-private consensus-building, targeted coaching and research.
2. Tenderer has experience with advising private sector service providers in developing countries on implementing economically sustainable service delivery models.

### **Core competences lot 3**

1. Tenderer has experience with advising public and private service providers within fresh produce sectors, preferably the FFV sector, in Kenya on implementing economically sustainable service delivery models.
2. Tenderer has experience with organising logistical matters for projects for (semi)governmental organizations/donor organisations in Kenya and with coordinating and implementing follow-up activities of these activities in the FFV sector.

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:

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

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

The following requirements apply to the reference assignments in annex 02:

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

Use annex 02 "Reference assignment" and fill out all the fields where information is asked for.

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

#### **4.4 Professional/trade register extract**

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

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

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

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

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

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

## 5. Award criteria and assessment

### 5.1 Introduction

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

The table below summarises the award criteria per lot.

Award criteria lot 1		Maximum points available
5.2.1	Knowledge, experience and competence	40
5.2.2	Active network of EU buyers in FFV sector	20
5.2.3	Expertise in business coaching	20
5.4	Daily rate	20
<b>Total</b>		<b>100</b>

Award criteria lot 2		Maximum points available
5.2.4	Knowledge, experience and competence	40
5.2.5	Expertise in institutional development support to sector actors	20
5.2.6	Expertise in ecosystem development for systemic change	20
5.4	Daily rate	20
<b>Total</b>		<b>100</b>

Award criteria lot 3		Maximum points available
5.2.7	Knowledge, experience and competence	40
5.2.8	Experience in local project implementation support and logistics in the Kenyan context	40
5.4	Daily rate	20
<b>Total</b>		<b>100</b>

### **Submission in response to the (sub) award criteria**

- a. The maximum total points that can be obtained per lot is **100 points**.
- b. Per lot a maximum of **80 points** can be obtained for your response to the quality award criteria as described in 5.2.1 up to and including 5.2.3 (for lot 1), 5.2.4 up to and including 5.2.6 (for lot 2), 5.2.7 up to and including 5.2.8 (for lot 3). **If the total score per lot of all quality award criteria does not meet 48 points, the Tenderer is excluded from further participation in the tendering process.**
- c. Assessment of the prices (daily rates) with a maximum of **20 points**.
- d. In case the Tenderer decides to submit a proposal for multiple lots, the Tenderer must submit a separate proposal per lot. It must be clear to which lot a document belongs. On every document the lot number and the name of the Tenderer should be present.
- e. Please use a separate document for every award criterion and use the mentioned format (Annex) if asked for.
- f. Please note that if you refer to website content when elaborating on the sub-award criteria, this information will not be taken into account during the assessment. We therefore emphasize that all relevant information must be included in your response, within the maximum number of

pages specified for each sub-award criterion. Extra added documents will also not be taken into account during the assessment.

## 5.2 Quality criteria

### **Lot 1: Fresh Fruits and Vegetables sector expert for sea freight development, business coaching and market development**

#### **5.2.1 Award criteria Knowledge, experience and competence**

Assessment aspects (Maximum number of points available: 40)
<p>In relation to this sub-award criterion, the Tenderer is requested to complete Annex 06, 'Knowledge, Experience and Competence lot 1,' in order to demonstrate the extent to which the proposed expert's knowledge, experience, and competences meet the requirements of this assignment, mentioned in section 3.3.</p> <p>The completed Annex 06 should not exceed twenty-six (26) A4 pages. Be aware: if you use more than twenty-six (26) pages, any pages beyond this limit will not be taken into account in the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website in your response, please be aware that the content of that website will not be considered as part of the assessment either.</p> <p><b>Assessment basis</b></p> <ul style="list-style-type: none"><li>• There are six (6) minimum requirements that the proposed expert of the Tenderer must meet. The Tenderer may be awarded up to five (5) points per requirement, depending on the degree to which the proposed expert fulfils the requirement and contributes added value to the CBI project. Please note: The Tenderer is requested to submit up to two (2) detailed project examples to substantiate compliance with the respective requirement and to demonstrate added value to the assignment for CBI. The submission of two (2) project examples does not automatically result in a higher score for a requirement compared to the submission of one (1) strong and detailed project example. The assessment will focus primarily on the quality and the added value demonstrated.</li><li>• Additionally, up to ten (10) points may be awarded based on the overall experience, educational background, and any additional added value of the proposed expert. Accordingly, the Tenderer may be awarded a maximum of forty (40) points for its response to this sub-award criterion 5.2.1</li></ul>

#### **5.2.2 Award criteria Active network of EU buyers in FFV sector**

Provide for this award criterion the following information:

Assessment aspects (Maximum number of points available: 20)
<p>The Tenderer is requested to provide the following information for this sub-award criterion:</p> <p>Provide a description of the expert's active network of EU buyers/importers/ agents in the various European sourcing markets for Fresh Fruits and Vegetables and describe the proposed expert's strategy on how expert would use its network in the programme as an added value to build strong, stable trade relations between EU buyers and Kenyan SMEs (pathway 1).</p> <p>Describe your approach and include the following points :</p> <ol style="list-style-type: none"><li>1. building strong and structural relationships between SMEs and importers on the EU market</li><li>2. how you would engage frontrunner EU importers</li></ol>

3. which pilot interventions you propose to building stable relations
4. finding new forms of cooperation to share the financial risk of sea freight exports.

**Assessment basis**

The response of the Tenderer will be assessed on the extent to which the expert’s network in relevant EU sourcing markets, including the four points are clear, relevant, realistic and complete.

The Tenderer may be awarded a maximum of twenty (20) points for its response to this sub-award criterion 5.2.2.

**Word limit:** Your response for this sub-award criterium should not exceed 1500 words. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website in your response, please be aware that the content of that website will not be considered as part of the assessment either.

**5.2.3 Award criteria Expertise in business coaching**

Assessment aspects (Maximum number of points available: 20)

The Tenderer is requested to provide the following information for this sub-award criterion:

Describe how expert anticipates to work with the frontrunners and the second movers in the three project pathways to facilitate peer-learning, mentorship development and capacity building in business development, compliance for EU market access (including sea freight). Specifically describe:

1. How to select and coach the frontrunners in the programme and what expert’s main interventions aimed at them will be. Describe maximum two (2) interventions per pathway, why these interventions are crucial, and the results you expect to achieve.
2. How will expert scale best practices to the second movers in the programme. Describe how expert will include second movers in each pathway, and how expert will make sure that they will get the right interventions, without expert always coaching them directly itself. Include how expert will use other organisations and frontrunners to support them on business export coaching and the transition to sea freight. Please illustrate your response with relevant examples from the expert’s past experience, such as best practices applied and key lessons learned in similar contexts.

**Assessment basis**

The response of the Tenderer will be assessed on the extent to which the proposed interventions and strategies with the frontrunners and second movers per pathway are clear, relevant, realistic, and complete.

The Tenderer may be awarded a maximum of twenty (20) points for its response to this sub-award criterion 5.2.3.

**Word limit:** Your response for this sub-award criterium should not exceed 3000 words. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website in your response, please be aware that the content of that website will not be considered as part of the assessment either.

## **Lot 2: Systems change expert for ecosystem development**

### **5.2.4 Award criteria Knowledge, experience and competence**

Assessment aspects (Maximum number of points available: 40)
<p>In relation to this sub-award criterion, the Tenderer is requested to complete Annex 07, 'Knowledge, Experience and Competence lot 2,' in order to demonstrate the extent to which the proposed expert's knowledge, experience, and competences meet the requirements of this assignment, mentioned in section 3.4.</p> <p>The completed Annex 07 should not exceed twenty-six (26) A4 pages. Be aware: if you use more than twenty-six (26) pages, any pages beyond this limit will not be taken into account in the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website in your response, please be aware that the content of that website will not be considered as part of the assessment either.</p> <p><b>Assessment basis</b></p> <ul style="list-style-type: none"><li>• There are six (6) minimum requirements that the proposed expert of the Tenderer must meet. The Tenderer may be awarded up to five (5) points per requirement, depending on the degree to which the proposed expert fulfils the requirement and contributes added value to the CBI project. Please note: The Tenderer is requested to submit up to two (2) detailed project examples to substantiate compliance with the respective requirement and to demonstrate added value to the assignment for CBI. The submission of two (2) project examples does not automatically result in a higher score for a requirement compared to the submission of one (1) strong and detailed project example. The assessment will focus primarily on the quality and the added value demonstrated.</li><li>• Additionally, up to ten (10) points may be awarded based on the overall experience, educational background, and any additional added value of the proposed expert. Accordingly, the Tenderer may be awarded a maximum of forty (40) points for its response to this sub-award criterion 5.2.4.</li></ul>

### **5.2.5 Award criteria Expertise in institutional development support to sector actors**

Assessment aspects (Maximum number of points available: 20)
<p>The Tenderer is requested to provide the following information for this sub-award criterion:</p> <ol style="list-style-type: none"><li>1. Describe four (4) types of services that the proposed expert believes SMEs in Kenyan FFV sector will require to join the transition to sea freight exports to Europe. Explain why each type of service is important.</li><li>2. Explain concisely the proposed expert's approach to support and coach the service providers of the above described four (4) types of services in developing to facilitate alignment among sector actors on sea freight transition, certification, access to finance, and sea-freight logistics. Explain how you would mobilize and motivate stakeholders from across the Kenyan FFV sector to collaborate, in order to achieve the goals in the project pathways.</li></ol> <p><b>Assessment basis</b></p> <ol style="list-style-type: none"><li>1. Four (4) types of services The response of the Tenderer will be assessed based on the extent to which the description of the four (4) types of services is clear, relevant, specific, and complete. A maximum total score of ten (10) points may be awarded for the Tenderer's response to this component.</li><li>2. Approach The response of Tenderer will be assessed based on the extent to which the approach of the proposed expert to coach service providers in developing sustainable and scalable business service delivery models for SMEs in this sector is clear, relevant, specific and complete. A</li></ol>

maximum total score of ten (10) points may be awarded for the Tenderer's response to this component.

Accordingly, the Tenderer may be awarded a maximum of twenty (20) points for its response to this sub-award criterion 5.2.5.

**Word limit:** Your response for this sub-award criterium should not exceed 3000 words. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website in your response, please be aware that the content of that website will not be considered as part of the assessment either.

### 5.2.6 Award criteria Expertise in ecosystem development for systemic change

Assessment aspects (Maximum number of points available: 20)

The Tenderer is requested to provide the following information for this sub-award criterion:

Choose between pathways 1 or 2 and identify the key elements, topics, or issues (maximum of three (3)) that must be addressed to achieve the pathway's objectives. Explain why these elements are crucial for success and:

- How expert would manage sector-wide learning and reflection processes;
- How to disseminate best practices with regards to the transition to sea freight in the Kenyan FFV sector through sector influencers;
- What expert's scaling strategy would look like.

Tenderer is requested to illustrate its response with two (2) relevant examples from the expert's past experience, such as best practices applied and key lessons learned in similar contexts.

#### **Assessment basis**

The response of the Tenderer will be assessed on the identification of up to three (3) key elements, topics or issues in the chosen pathway, the sector-wide learning, dissemination of best practices and scaling strategy are clear, relevant, realistic and complete. The Tenderer may be awarded a maximum of twenty (20) points for its response to this sub-award criterion 5.2.6.

**Word limit:** Your response for this sub-award criterium should not exceed 1500 words. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website in your response, please be aware that the content of that website will not be considered as part of the assessment either.

### **Lot 3: requirements relating to a Kenyan (sector) expert for local project management and implementation support**

#### 5.2.7 Award criteria Knowledge, experience and competence

Assessment aspects (Maximum number of points available: 40)

In relation to this sub-award criterion, the Tenderer is requested to complete annex 08, 'Knowledge, Experience and Competence lot 3,' in order to demonstrate the extent to which the proposed expert's knowledge, experience, and competences meet the requirements of this assignment, mentioned in section 3.5.

The completed Annex 08 should not exceed twenty-six (26) A4 pages. Be aware: if you use more than twenty-six (26) pages, any pages beyond this limit will not be taken into account in the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website in your response, please be aware that the content of that website will not be considered as part of the assessment either.

**Assessment basis**

- There are six (6) minimum requirements that the proposed expert of the Tenderer must meet. The Tenderer may be awarded up to five (5) points per requirement, depending on the degree to which the proposed expert fulfils the requirement and contributes added value to the CBI project. Please note: The Tenderer is requested to submit up to two (2) detailed project examples to substantiate compliance with the respective requirement and to demonstrate added value to the assignment for CBI. The submission of two (2) project examples does not automatically result in a higher score for a requirement compared to the submission of one (1) strong and detailed project example. The assessment will focus primarily on the quality and the added value demonstrated.
- Additionally, up to ten (10) points may be awarded based on the overall experience, educational background, and any additional added value of the proposed expert. Accordingly, the Tenderer may be awarded a maximum of forty (40) points for its response to this sub-award criterion 5.2.7.

**5.2.8 Award criteria Experience in local project implementation support and logistics in the Kenyan context**

Assessment aspects (Maximum number of points available: 40)

The Tenderer is requested to provide the following information for this sub-award criterion:

1. Arrangements  
Describe in a concise manner what kind of arrangements the proposed expert expects to have to make for this project and how the proposed expert will facilitate the local project implementation. Relate your answers to the three pathways and the different target groups.
2. Business coaching  
Describe the expert’s approach to coaching (future) frontrunner and second mover SMEs in joining the transition to sea freight within the three pathways. Identify the main obstacles the proposed expert anticipates the SMEs will encounter, and describe how the proposed expert will support these SMEs to overcome these obstacles.
3. Ensuring a just transition  
Describe how you think the CBI project can (indirectly) support and/or include farmers to contribute a just transition to sea freight.

**Assessment basis**

1. Arrangements

The response of the Tenderer will be assessed based on the extent to which the proposed expert’s description of the expected arrangements and approach to facilitate local project implementation is clear, relevant, realistic, and complete. A maximum total score of fifteen (15) points may be awarded for the Tenderer’s response to this component.

2. Business coaching

The response of the Tenderer will be assessed on the extent to which the proposed expert’s approach to coaching Kenyan frontrunner and second mover SMEs is clear, relevant, realistic, and complete. This includes the identification of key obstacles and strategies to overcome them. A maximum total score of fifteen (15) points may be awarded for the Tenderer’s response to this component.

3. Ensuring a just transition

The response of the Tenderer will be assessed based on the extent to which the proposed expert's view on how a just transition to sea freight for farmers can be supported by the CBI project are relevant and realistic. A maximum total score of ten (10) points may be awarded for the Tenderer's response to this component.

Accordingly, the Tenderer may be awarded a maximum of forty (40) points for its response to this sub-award criterion 5.2.8.

**Word limit:** Your response for this sub-award criterion should not exceed 2000 words. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website in your response, please be aware that the content of that website will not be considered as part of the assessment either.

### 5.3 Assessment method for qualitative award criteria

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

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

### 5.4 Assessment of price (daily rates)

Please fill in annex 09 (daily rates) and add to TenderNed.

#### **Daily rate lot 1: Fresh Fruits and Vegetables sector expert for sea freight development, business coaching and market development**

The Tenderer has the option to propose either an international expert or a national expert for lot 1. An international expert is defined as an expert who does not reside in Kenya. A national expert is defined as an expert who resides in Kenya.

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

Daily rate	Awarded Points
> € 750	<b>Exclusion from the tender process</b>
€ 741 up to and including € 750	0
€ 731 up to and including € 740	2
€ 721 up to and including € 730	4
€ 711 up to and including € 720	6
€ 701 up to and including € 710	8
€ 691 up to and including € 700	10
€ 681 up to and including € 690	12
€ 671 up to and including € 680	14
€ 661 up to and including € 670	16
€ 651 up to and including € 660	18
€ 650 and <€650	20

- When proposing a **national expert**, the maximum daily rate for lot 1 is €350, excluding Dutch VAT and including all local foreign VAT and other fees and costs. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

Daily rate	Awarded Points
> € 350	<b>Exclusion from the tender process</b>
€ 346 up to and including € 350	0
€ 341 up to and including € 345	2
€ 336 up to and including € 340	4
€ 331 up to and including € 335	6
€ 326 up to and including € 330	8
€ 321 up to and including € 325	10
€ 316 up to and including € 320	12
€ 311 up to and including € 315	14
€ 306 up to and including € 310	16
€ 301 up to and including € 305	18
€ 300 and <€300	20

### Daily rate lot 2: Systems change expert for ecosystem development

The Tenderer has the option to propose either an international expert or a national expert for lot 2. An international expert is defined as an expert who does not reside in Kenya. A national expert is defined as an expert who resides in Kenya.

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

Daily rate	Awarded Points
> € 750	<b>Exclusion from the tender process</b>
€ 741 up to and including € 750	0
€ 731 up to and including € 740	2
€ 721 up to and including € 730	4
€ 711 up to and including € 720	6
€ 701 up to and including € 710	8
€ 691 up to and including € 700	10
€ 681 up to and including € 690	12
€ 671 up to and including € 680	14
€ 661 up to and including € 670	16
€ 651 up to and including € 660	18
€ 650 and <€650	20

- When proposing a **national expert**, the maximum daily rate for lot 2 is €350, excluding Dutch VAT and including all local foreign VAT and other fees and costs. Failure to comply with this

requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

Daily rate	Awarded Points
> € 350	<b>Exclusion from the tender process</b>
€ 346 up to and including € 350	0
€ 341 up to and including € 345	2
€ 336 up to and including € 340	4
€ 331 up to and including € 335	6
€ 326 up to and including € 330	8
€ 321 up to and including € 325	10
€ 316 up to and including € 320	12
€ 311 up to and including € 315	14
€ 306 up to and including € 310	16
€ 301 up to and including € 305	18
€ 300 and <€300	20

### **Daily rate lot 3: Local (sector) expert for local project management and implementation support**

The maximum daily rate for lot 3 is €350, excluding Dutch VAT and including all local foreign VAT and other fees and costs. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

Daily rate	Awarded Points
> € 350	<b>Exclusion from the tender process</b>
€ 346 up to and including € 350	0
€ 341 up to and including € 345	2
€ 336 up to and including € 340	4
€ 331 up to and including € 335	6
€ 326 up to and including € 330	8
€ 321 up to and including € 325	10
€ 316 up to and including € 320	12
€ 311 up to and including € 315	14
€ 306 up to and including € 310	16
€ 301 up to and including € 305	18
€ 300 and <€300	20

## 6. Assessment of the Tender

### 6.1 Assessment of the Tender's completeness and legal validity

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

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

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

### 6.2 Assessment of requirements relating to the assignment

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

### 6.3 Assessment of award criteria relating to the assignment

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

The assessment of the award criteria consist of 3 steps:

1. Your written responses on the qualitative award criteria are assessed. Per lot a maximum of **80 points** can be obtained for your responses to these award criteria. Tenderers who do not meet the **minimum number of points of 48** on these criteria per lot are set aside for that specific lot and are excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
2. Assessment of the prices/rates with a maximum of **20 points**. If the daily rate is higher than the maximum daily rate per expert per lot, the Tender is set aside and excluded from further participation in the tendering process for that specific lot.
3. The total score (written responses + prices) will be determined. The maximum total points that can be obtained is 100 points per lot.

### 6.4 Determination of definitive total score

The Contract and Standby Agreement 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: sub-criterion 5.2.1 for lot 1; sub-criterion 5.2.4 for lot 2 and sub-criterion 5.2.7 for lot 3.

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

#### **6.5 Assessment of evidence**

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

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

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

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

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

## 7. Submission procedure for Tenders

### 7.1 Statement of agreement

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

### 7.2 Schedule

See schedule in Subsection 1.4.

### 7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on [www.tenderned.nl](http://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](http://www.tenderned.nl)), unless otherwise specified.

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

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.

If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): [michael.thoen@rvo.nl](mailto:michael.thoen@rvo.nl) and cc to [Accountteam01@rvo.nl](mailto: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 CEST on 0800-8363376 or +31 (0)70 379 88 99 or via [servicedesk@tenderned.nl](mailto: servicedesk@tenderned.nl). You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

#### 7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

*This obligation does not apply to companies not registered in the Netherlands.*

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

### **7.3.3 Questions and additional information/changes**

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

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

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

#### **Submitting a question to the Tendering Authority**

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

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

#### **Answers from the Tendering Authority**

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

### **7.3.4 Validity period and submission of Tender**

The Tender must be valid for at least four (4) months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

### **7.3.5 Variants on Tender**

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

### **7.3.6 Costs of submitting a Tender**

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

### **7.3.7 Termination of tendering process**

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

### **7.3.8 Order of precedence of documents**

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

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

### **7.3.9 Information about the Tenderer's obligations**

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: ([www.belastingdienst.nl](http://www.belastingdienst.nl)).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: ([www.rijksoverheid.nl](http://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 (EZ). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.
- [Suppliers guide Information Security and Privacy EZ](#)

### **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](http://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' (1.4).

- 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](#) and [Videos: how TenderNed works | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl) or +31

(0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.

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

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

### **7.3.15 Structure and content of the Tender**

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

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

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

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

### **7.3.16 Legally binding signature**

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

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

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

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

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

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

### **7.3.17 Submission of a Tender in collaboration with other organisations**

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

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

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

#### *Tendering as a consortium*

If a Tender is submitted by a consortium, then:

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

#### *Submitting a tender as a principal contractor together with subcontractors*

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

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

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

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

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

### **7.3.18 Single Tender**

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

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

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

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

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

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

### **7.3.20 Communication and language**

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

The Tender must be submitted in English.

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

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

### **7.3.21 General terms and conditions**

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

### **7.3.22 Contract conditions**

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

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

### **7.3.23 Explanation and verification of the Tender**

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

### **7.3.24 Request for supplementary information concerning the Tender**

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

### **7.3.25 Announcement of the award of the Contract**

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

#### *Standstill period*

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 15 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

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

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

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

#### *Interest in relation to the judgement*

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

## **7.4 Further Agreements within the Contract**

An assignment within the Contract is referred to as a Further Agreement. A Further Agreement states the specific Services to which it relates and its duration, within the scope of this Tender.

## **Annexes**

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

Annex 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 rates