

Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of expertise for the CBI Coffee project in North-Sumatra and Aceh, Indonesia

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Definition of terms

Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement. Further Agreements concluded under the Framework Agreement during its term remain in effect after the Framework Agreement has expired.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
IUC-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs (EZ) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.

Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>).
Services	The services that the Contractor provides for each lot as described in this Tender Document.
Standby Agreement	A Standby Agreement (in Dutch: wachtkamerovereenkomst) is an agreement with the Tenderer whose offer has been ranked by the Contracting Authority as the second-best submission based on the best price-quality ratio. Under this agreement, the Contracting Authority may request the standby Tenderer to deliver the services if the primary Contractor fails to do so—without the need to initiate a new European tender procedure.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the Tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tendering Authority	Netherlands Enterprise Agency (RVO), represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Tendering Authority.
Tender Document	This document and all of its annexes.
TenderNed	TenderNed is the Dutch government's online tendering system. For more information, please visit: Dutch government's online tendering system TenderNed .

Specific terminology and abbreviations

CEFR	The Common European Framework of Reference for Languages (CEFR) is an internationally recognized standard for assessing language proficiency. It provides a clear, structured scale to measure language skills in reading, writing, speaking, and listening, ranging from beginner (A1) to proficient (C2). For more information, please visit: Global scale - Table 1 (CEFR 3.3): Common Reference levels - Common European Framework of Reference for Languages (CEFR) .
SMEs	Small and Medium-sized Enterprises.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure. It concerns the procurement of expertise for a two-year project aimed at contributing to the transition of a climate resilient coffee sector in North-Sumatra and Aceh, Indonesia.

The project is scheduled to commence in September 2025. CBI will implement this initiative in the coffee sector of North Sumatra and Aceh, Indonesia, contributing to a climate resilient coffee sector. The project ambition is to enhance collaboration in the coffee sector across North Sumatra and Aceh, addressing climate change challenges and building a more resilient, future-proof coffee industry.

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

1.1 Tendering Authority, and IUC-EZ

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

1.2 CBI Introduction

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

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

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

1.3 Reason for this invitation to tender

Efforts to enhance climate resilience in Indonesia's coffee sector are progressing, but coordination among stakeholders—companies, NGOs, and the government—remains limited, with initiatives often carried out independently. While previous attempts at fostering collaboration through the sustainable coffee platform of Indonesia (SCOPI) faced challenges due to economic fluctuations and the COVID-19 crisis, current shifts, including rising coffee prices and increasing climate-related risks, create an opportunity to strengthen cooperation. To support this, a two-year CBI project will be launched in North Sumatra and Aceh, key Arabica-producing regions in Indonesia where coffee holds cultural significance. This project aims to facilitate stakeholder dialogue, develop a sector vision and roadmap, and explore opportunities for interventions through exporting SMEs, to enhance climate resilience in the sector.

The objectives of the project are:

1. The Arabica coffee sector in North Sumatra and Aceh has formulated a joint vision to become a climate-resilient sector and stakeholders are motivated to take action.
2. Intervention opportunities for a follow-up CBI project have been identified.

Expertise sought

This Tender Document describes the requirements for one lot, requesting one (1) team. The composition of the team must include the following roles:

- Role 1 - Systemic change/MSD expert in the coffee sector
- Role 2 - Climate resilience and sector collaboration expert
- Role 3 - Expert in climate resilient business models and export coaching
- Role 4 - Expert in facilitating climate resilience pilots and business support

A detailed description of the roles can be found in section 2.1.

1.4 Time schedule

The schedule below applies to this tendering process.

13 May 2025	Issuing of publication, start of tendering period.
28 May 2025 – 10.00 (CEST)	Closure round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
11 June 2025	Issuing Memorandum of Information.
23 June – 10.00 (CEST)	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
June / July / August 2025	Assessment of Tenders.
8 August 2025	Announcement of the award of the Contract.
29 August 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.
22 August 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
8 September 2025	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

In this project, CBI aims to validate key assumptions, investigate root causes, and identify and pilot innovative solutions to address critical climate challenges in the coffee sector of North Sumatra and Aceh. The project focuses on enhancing climate resilience, aligning with market demands, and improving sector coordination. By identifying and piloting solutions—such as agroforestry practices, climate-resilient coffee varieties, and advanced technologies and services—the project aims to strengthen collaboration among stakeholders, address the impacts of climate change, and build a future-proof coffee industry that fosters sustainable growth and secures livelihoods.

The intended outcomes of this two-year project are:

The Arabica coffee sector in North Sumatra and Aceh has formulated a shared vision and roadmap to reach a climate resilient sector and stakeholders are motivated to take action. Intervention opportunities for a follow-up CBI project have been identified.

The project approach is based on a Sustainable Sector Transformation approach (System Market Transformation SMT of New Foresight (www.newforesight.com) in combination with the principles of the Market System Development (MSD) approach (www.beamexchange.org).

Solution pathways and approach

The project identifies two key pathways to strengthen climate resilience in the coffee sector of North Sumatra and Aceh, each addressing different root causes identified during the 2024 development phase.

1. **Enhanced sector coordination and collaborations** – Strengthening coordination and partnerships within the coffee sector to enhance resilience against climate challenges.
2. **Investment in and uptake of climate-resilient farming practices and business models** – Assessing and testing climate-resilient agricultural practices, services, and business models to determine their potential for sustainable implementation and export.

Pathway 1

The coffee sector in North Sumatra and Aceh encounters challenges related to fragmentation, limited coordination, and comparatively lower levels of government support than other key crops. Although numerous stakeholders have undertaken sustainability initiatives, these efforts often operate in isolation, making it difficult to scale up effective climate-resilient practices across the sector. However, initiatives that foster collaboration, policy advocacy, and knowledge exchange have the potential to unify these efforts. To strengthen sector coordination, partnerships with key stakeholders could bring actors together to develop shared goals and strategies. Additionally, integrating insights from pilot projects on climate resilient practises into a roadmap or collective action plan and engaging European coffee importers, can help align efforts with market demands and climate adaptation goals. Through enhanced collaboration and informed decision-making, the sector can build resilience and long-term sustainability.

Approach

This approach aims to enhance collaboration and knowledge exchange by strengthening coordination within Indonesia's coffee sector. A *Future Search* event will be organized to bring stakeholders together to assess cooperation potential, showcase the benefits of joint action, and co-create shared ambitions and actionable plans. A structured follow-up phase will sustain momentum through expert coaching, strategic support, and targeted training sessions on key topics related to climate resilience and EU market compliance.

In this approach, insights from existing climate-resilient solutions and outcomes from pilot initiatives within the project will be incorporated into a multi-stakeholder action plan or roadmap. These initiatives are designed to align with regional realities and stakeholder priorities, promoting a coordinated and sustainable path toward climate resilience in the coffee sector. By engaging European importers and clarifying stakeholder dynamics, the approach aims to strengthen strategic dialogue and the broader governance framework. CBI will facilitate this process and provide technical guidance to ensure coordinated action, ultimately reinforcing capacity across the sector.

Pathway 2

The project aims to enhance climate resilience in the coffee sector by promoting the adoption of climate resilient agricultural practices and sustainable business models. During the project's development phase three possible solutions were identified which require further testing to determine whether potential follow up activities are feasible and desired. These pilots aim to assess and test various climate resilient agricultural solutions, services, and business models to determine their potential for sustainable implementation and export.

Approach

The project focuses on working closely with selected partners—including producers, cooperatives, and SMEs—to explore and validate solutions that promote sustainable and climate-resilient coffee production and export. Below the three possible solutions to be tested during this two-year project are described.

First, by integrating shade trees and soil health practices through agroforestry and regenerative agriculture initiatives, biodiversity, carbon storage, and nutrient cycling are boosted while creating additional income streams for smallholder farmers. Collaboration with organizations, institutions, and European coffee importers will help document best practices, develop an investment framework, and assess the impact on coffee quality and productivity. Secondly, the adoption of climate-resilient coffee varieties can help farmers adapt to climate change by improving pest resistance and yields. Engaging partners like the Indonesian Coffee and Cocoa Research Institute (ICCRI), World Coffee Research (WCR), financial institutions, and European coffee buyers is key. Expected outcomes include increased producer awareness, documentation of successful adoption, and collaboration with European importers to establish a roadmap for expansion. Lastly, leveraging advanced technology can enhance climate resilience and ensure compliance with EU regulations. Precision farming tools, satellite monitoring, and blockchain technology can optimize soil management, predict weather patterns, and improve fertilizer use. Partnerships with European coffee importers and local SMEs and cooperatives will drive implementation. Key results include mapping existing technologies, aligning with EU standards, and piloting innovative solutions and services. Testing the commercial and technical feasibility of these pilots will generate valuable insights into the conditions necessary for scaling these solutions. Additionally, active stakeholder engagement will ensure that the proposed models align with local needs and receive the necessary support for successful adoption.

In sum, over the course of these two years, CBI will test and validate the assumptions and root causes outlined in the project's business case, assess stakeholders' willingness to collaborate, and identify—through various activities—how a CBI initiative can most effectively support the transition toward a more climate-resilient coffee sector.

Please note that, based on the project's findings, CBI will determine whether a follow-up project is appropriate and, if so, which activities should be included

Key partners

Key partners for the activities under this tender are specified for the expertise specialisations:

- All stakeholders in the Arabica coffee sector in North Sumatra and Aceh, as well as on national level. Particularly actors in the services and enabling environment.
- SMEs and cooperatives in North Sumatra and Aceh willing to export and contribute to climate resilient solutions.

- European buyers.
- Investors/investing organisations.

Target market

The target markets for this project are countries in the EU and EFTA where there is demand for Arabica coffee.

A systems approach for sector transitions

CBI employs a systems approach to foster transitions towards inclusive and sustainable economies. This approach views a system as a dynamic network of actors, interests, norms, and practices shaping economic outcomes. By understanding the entire market system, we identify and address the root causes of sustainability challenges, integrating this perspective into every project phase for practical implementation. Our approach balances expert-led and participatory methods. The expert-led approach relies on CBI's project managers and external experts, using business case insights and professional expertise to design interventions. 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. The vision guides the development of intervention strategies, continuously validated and refined by CBI project managers, external experts, and national 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.

Role of the experts

The experts carry out their work under the direct responsibility of the CBI Programme Manager in The Hague, who is responsible for overseeing the project's overall management, monitoring, budget, and results. The roles of the experts correspond with the different pathways mentioned above. Roles 1 and 2 are assigned to pathway 1 and role 3 and 4 to pathway 2. However, it is important that the objectives per role contribute to the common objectives of the two-year project and the determination of whether there should be a follow-up project. The experts contracted under this tender will therefore work together as a team with one point of contact to the CBI Programme Manager. In addition to the experts under this team, CBI can contract consultants outside the framework of this tender for specific project activities. Additionally, the experts will engage with CBI staff, including the Programme Manager and Project Officer, along with representatives from potential development partner organizations, such as donors. The experts' roles require close coordination with other professionals within and outside the framework of this tender to ensure seamless project execution in alignment with strategic objectives, stakeholder needs, and budget considerations.

Experts are expected to organize on-site visits, meetings, and events as part of the project activities. The logistical costs for venues, catering, and promotional materials are included in the overall budget of the contract (see section 2.5). One to four on-site visits per year are anticipated for the experts, with the exact number depending on the project's needs and any applicable constraints on travel. Note that the organization of a Future Search event is organized by another party under a separate contract with CBI in collaboration with the team recruited within this tender. The daily fees for the organization are therefore outside the scope of this contract.

The planning of activities may vary based on project needs, stakeholder requirements, and external factors like security-related issues or pandemic-related restrictions. Please refer to the description of the roles below for a general outline. Our 'digital-first and local first' strategy aims to minimize environmental impact by prioritizing online interactions whenever possible. Therefore the experts are expected to maximize the use of online platforms for meetings and coaching and use road transport as much as possible. All decisions regarding activity allocation will be made by the CBI Programme Manager.

Role 1 - Systemic change/MSD expert in the coffee sector

The primary objective of this role is to identify and execute strategic interventions and foster partnerships that will enhance climate resilience in the coffee sector of North Sumatra and Aceh. The expert will play a crucial role in identifying systemic challenges, and opportunities for collective action, ensuring that interventions effectively address climate resilience concerns.

The expert will facilitate workshops and training sessions and will provide strategic guidance to equip identified partners with the necessary skills and knowledge to implement climate resilient strategies. Insights from existing or new climate-smart pilots will be integrated into a collective action plan or roadmap. Strengthening governance and sector planning by incorporating practical insights into broader strategies is another key aspect of this role. The expert will conduct stakeholder analysis and engagement planning to validate long-term sector visions and will deliver reports on the current state of solutions, root causes of challenges, and updated solution designs.

Additionally, the expert will develop a monitoring tool, results chain, and budget to monitor the sustainability of interventions while addressing unintended consequences, including gender, youth, and climate-related issues, through targeted mitigation strategies. Stakeholder engagement will be guided by learning questions that assess successful initiatives, key actors' roles, and government strategies for climate resilience. By bridging knowledge gaps, fostering collaboration, and supporting stakeholders in adopting sustainable, climate-resilient practices, the expert's contributions will be instrumental in determining whether the scaling of identified opportunities in a follow-up phase is feasible.

Role 2 - Climate resilience and sector collaboration expert

This expert will focus on integrating national and local climate resilience strategies within the coffee sector of North Sumatra and Aceh. By leveraging local knowledge and practices, the expert will work closely with stakeholders to foster collaborative approaches to climate adaptation.

Stakeholder engagement will be a central component, aligning diverse interests and promoting collective action. The expert will facilitate workshops and training sessions tailored to local challenges, ensuring equitable access to resources and opportunities for all groups involved. Insights from pilot projects will be translated into actionable strategies within governance frameworks, and the expert will provide evidence-based recommendations while sharing validated solutions with relevant partners. Reports on current challenges, stakeholder engagement strategies, and monitoring frameworks will be developed to track progress and address potential unintended consequences.

Managing logistical aspects, including travel arrangements, venue coordination, and stakeholder meetings, will be another responsibility in this role. With a deep understanding of national practices and cultural dynamics, the expert will ensure interventions are effective, inclusive, and sustainable. The project outcomes will help CBI assess the feasibility of scaling initiatives in a follow-up project.

Role 3 - Expert in climate resilient business models and export coaching

The expert will play a pivotal role in strengthening the competitiveness of export-oriented SMEs in the coffee sector. This position focuses on developing sustainable, climate-resilient business models while enhancing market access through strategic export coaching. By leveraging buyer contracts and innovative financial mechanisms, the expert will identify investment opportunities that drive long-term sustainability and resilience for coffee enterprises and producers.

A core responsibility of this role is to support SMEs in improving their export readiness and to ensure they meet European market standards. Through targeted coaching, the expert will assist coffee exporters in navigating regulatory requirements, enhancing quality standards, and identifying opportunities for export. Beyond export coaching, the expert will lead initiatives to enhance productivity, financial sustainability, and adaptive business strategies within the sector. Market analysis, investment structuring, and capacity-building activities will be key components in securing funding for SMEs committed to climate resilience. The expert will oversee the design, implementation, and evaluation of pilot projects that test and refine climate-resilient business models. These pilots will provide critical insights into best practices, potential scaling opportunities,

and investment needs. By monitoring the outcomes, the expert will help shape future interventions and a possible follow-up project.

Role 4 - Expert in facilitating climate resilience pilots and business support

The expert in this role will be responsible for identifying and testing solutions to strengthen climate resilience in the coffee sector. During the project's development phase, limited climate resilience was identified as a key challenge, resulting in an initial proposal of three potential solutions to address this. However, the specific pilot projects have not yet been determined and will be selected jointly by the experts and CBI. Further details can be found in Section 2.1.

With expertise in local agricultural dynamics and global climate adaptation strategies, the expert will assess the commercial and technical feasibility of the proposed pilots, as well as their potential for scaling. This role requires close collaboration with producers, cooperatives, export-oriented SMEs, and other stakeholders to ensure that pilot activities are aligned with local farming practices and effectively address climate-related challenges. The expert will also contribute to capacity-building efforts linked to the pilots, supporting knowledge transfer and the adoption of climate-resilient solutions among coffee producers.

Key responsibilities include coordinating workshops, training sessions, and partner engagements, as well as overseeing the selection and training of producer groups, cooperatives, and SMEs involved in these pilots. Additionally, the expert will evaluate the effectiveness of different climate resilience solutions, assessing their impact on productivity and sustainability. Effective monitoring of pilot outcomes will be essential, as insights from these initiatives will shape a sectoral strategy as well as inform a potential follow-up project.

2.2 Lots

The invitation to tender consists of one (1) lot. 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. We plan to close one (1) Framework Agreement.

The tender authority decision to request a team of consultants instead of single lots under one tender is substantiated by the following considerations:

- The activities under this tender are mutually dependent. Effective cooperation among the individual team members is essential for delivering the project results. This is due to the market sector transformation and system development approach as basis for the intervention strategies and activities. In order to push for sector transformation towards a climate resilient coffee sector in North Sumatra and Aceh, the CBI interventions need to target the different stakeholders in a coherent approach. This creates interdependencies among the team members, as one expert's results are depending on the results of the activities of the other expert. For example, the design of interventions to develop a sustainable sector roadmap is based on the strength of a national stakeholder network. Furthermore, linking project partners to European importers and social impact investors depends on the outcomes of the pilots at national level. Activities to support sector policies are depending on the needs of the participants in the coaching trajectory. Because of the interdependencies, the project results can be achieved more effectively when the experts can choose their team.
- The project on a climate resilient coffee sector in Indonesia is aimed at increasing the level of sustainability within sector. Experiences in previous CBI projects in the commodity sectors show that achieving full integration across the activities is not easy, and often the international expertise and local knowledge remain more or less separated. The new system approach, as well as the decision to select participants for specific pilots, requires a higher level of integration of the different expertise, which can be accomplished by recruiting a team of consultants who are committed to mutual alignment and coordination.
- As observed in previous similar tenders, the market for the type of activities under this tender is dominated by small scale companies, and self-employed consultants, operating either independently or as sub-contractor. Looking at other donor funded projects, it is not uncommon for consultants to work as a team in the form of sub-contractors, consortium, or other

formalization. There are no signals of specific organizational problems or risk issues related to applying for a tender as a team.

- Recent experience in CBI projects in other sectors showed difficulty for individual consultants based outside of Europe to comply with the tender procedures and/or to meet the tender requirements for a high score. Most of the consultants based outside Europe with a higher success rate in CBI project tenders have been assisted by a partner with experience in filling in tender documents. Applying to this tender as part of a team could increase the access of consultants based outside Europe.

2.3 Contract period

The Tendering Authority intends to establish a Framework Agreement for a period of two (2) years, with a unilateral option to extend the contract up to three (3) times, each time for a period of one (1) year.

Project

The project will run for two (2) years, from 8 September 2025 up to and including 7 September 2027. The Contractor will be notified in writing of any contract extensions no later than one (1) month before the end of the project phase.

The information gathered during this two-year project phase will enable CBI to assess how to further develop the project and whether to proceed with a follow-up project. The decision to extend the contract to include a follow-up project will depend on:

- The Contracting Authority's satisfaction with the Contractor's performance and service delivery.
- The Contracting Authority's confidence that the goals will be achieved during the follow-up project
- The absence of unforeseen circumstances that would require the Contracting Authority to refrain from exercising its extension option.
- The availability of sufficient budget for a follow-up project. At this stage, it is uncertain whether funding for the follow-up project will be available.

Please note: The Contracting Authority may consult the market before extending the project phase. No exclusivity rights are granted; the Contracting Authority reserves the right to tender the follow-up separately. Hence, the Contract Authority is entitled to terminate the Framework Contract prematurely as soon as the total maximum contract value is reached, without any further compensation. The Contracting Authority shall inform Contractor as soon as possible if and when the Contracting Authority wants to invoke this right to terminate the Framework Contract prematurely and he will observe a reasonable notice period.

Follow-up project

If extended, the follow-up project will commence on 8 September 2027 and will initially last for one (1) year, with the possibility of further extensions for up to two (2) additional years, bringing the total follow-up period to a maximum of three (3) years. Please note: Not all four roles, as defined in section 2.1, may be required for the follow-up project. The roles needed will depend, among other factors, on the outcome of the two-year project.

The total duration of the Framework Agreement is five (5) years¹. If, for any reason, the follow-up project cannot be completed within the specified duration, including extension, the Contracting Authority has the option to extend this Framework Agreement by the time necessary to complete the follow-up project. If this is the case, this extension has to be executed within the maximum contract value as mentioned in section 2.6.

¹ This five-year duration is justified by the specific nature and complexity of the services, which require long-term planning, continuity of expertise, and sustained knowledge of the contracting authority's operations. A longer term ensures efficiency, cost-effectiveness, and avoids repeated tendering. This is in line with Article 2.140(3) of The Public Procurement Act 2012, which permits longer framework durations where duly justified and motivated.

Conversely, the Contracting Authority is entitled to terminate the Framework Contract prematurely as soon as the maximum budget is reached, without any further compensation.

2.4 Standby contract

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

A standby contract will be concluded with the Tenderer who obtains the second-highest score. The duration of this standby contract is one (1) year.

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

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

2.5 Scope of the assignment

The Tendering Authority has estimated the total maximum contract value in euros as follows (excluding Dutch VAT but including all local foreign VAT and other costs):

	Maximum contract value in euros for the <u>two-year project</u>, excluding Dutch VAT but including all local foreign VAT and other costs.	Maximum contract value in euros for the <u>follow-up project</u>, excluding Dutch VAT but including all local foreign VAT and other costs.
A team of four (4) experts	€ 395,000	€ 1,000,000

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 has been established based on the assumption of a team of four (4) experts. If your tender includes subcontractors, any additional costs, such as time for coordination among the experts, this must be covered by the Tenderer.

This Contract consists of various assignments, referred to as Further Agreements. It is expected that the Contracting Authority will issue every year two or three Further Agreements. Every half year a Further agreement will be formulated for 'on-going' tasks and activities. Besides these Further Agreements also a special Further Agreement can be issued (for instance for a business trip with a specific theme). Yet it is unclear what will be the value of the 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 and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 General requirements

3.1.1	Submission limit: Individual Tenderers and firms are allowed to send in only one (1) team proposal.
3.1.2	The lead expert - Single Point of Contact and responsibility: The lead expert serves as the single point of contact for communication with CBI; multiple contact persons are not permitted. The lead expert has ultimate responsibility for all specific services outlined in the Further Agreement within the Framework Contract.
3.1.3	Curriculum Vitae Requirements: A team proposal must consist of four (4) individuals, each assigned to one of the four (4) different roles. All Tenderers applying for this tender must include a Curriculum Vitae (CV) for each of the four (4) roles in their tender application.
3.1.4	Independence and conflict of interest: The team members must be able to act fully independent and without any conflict of interest as a representative of CBI in the Indonesian coffee sector. This entails, among others, that the team members should not be directly or indirectly contracted or employed by (or own) selling parties in Indonesian coffee products covered by this Tender.
3.1.5	Replacement team member: In case of a replacement of one of the team members, this is only possible after approval by the CBI programme manager, and only if the new expert meets the requirements specified in chapter 3, as well as the generally applicable conditions under this Tender. In the event of the replacement of one of the experts in the team, the costs of the transition will be borne by the Contractor. This includes, but is not limited to, costs for building a trust relationship with the companies and sector associations in the project, as well as costs for getting sufficiently acquainted with the CBI working methods and procedures.
3.1.6	Working schedule: The work is done continuously throughout the year/week and not arranged via fixed days per week or per month.
3.1.7	Handling non-performance within the team: If a team member does not perform adequately in their role—e.g., is unable to properly execute the assignment and/or collaborate effectively with others—the Contractor will first receive a written warning from the Contracting Authority. If the situation does not improve or no appropriate solution is provided, a second and final warning will be issued. Should the issue remain unresolved thereafter, the Contracting Authority reserves the right to terminate the Contract.
3.1.8	Further Agreements: As part of the assignment, the expert(s) will, upon request of the CBI programme manager, prepare a draft Terms of Reference. Based on this draft, the CBI programme manager will then prepare the final Terms of Reference, which will be attached to the Further Agreement.

3.2 Requirements relating to a systemic change/MSD expert in the coffee sector (role 1)

3.2.1	At least two (2) years of experience in facilitating systemic change initiatives, including stakeholder engagement and consensus-building around complex issues related to systemic or institutional change.				
3.2.2	At least two (2) years of experience conducting needs assessments and research on climate resilience challenges and opportunities for system change in agricultural commodities.				
3.2.3	Strong analytical and reporting skills to assess systemic challenges, propose solutions, and track project outcomes.				
3.2.4	Expertise in stakeholder engagement methodologies, facilitating multi-stakeholder collaborations and communities of practice.				
3.2.5	Proven ability to integrate project insights into governance frameworks, sector planning, and collective action strategies.				
3.2.6	At least five (5) years' experience designing and implementing monitoring and evaluation frameworks, including results chains and risk mitigation strategies.				
3.2.7	Ability to develop capacity-building strategies through workshops and training sessions.				
3.2.8	At least two (2) years of experience coaching through remote guidance platforms such as Zoom, Teams, and Skype.				
3.2.9	The expert must have proven experience in collaborating effectively within remote and/or cross-disciplinary teams.				
3.2.10	The expert must demonstrate in his/her CV that he/she has a high level of English proficiency, at least C1 CEFR or comparable. Native English speakers are automatically considered as meeting this C1 proficiency standard. If the expert is a native English speaker, this must be clearly and explicitly stated in his/her CV. <table border="1"> <thead> <tr> <th>Language</th><th>Minimum required CEFR level</th></tr> </thead> <tbody> <tr> <td>English</td><td> C1 - The expert can understand a wide range of demanding, longer texts, and recognise implicit meaning. - The expert can express him/herself fluently and spontaneously without much obvious searching for expressions. - The expert can use language flexibly and effectively for social, academic and professional purposes. The expert can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices. </td></tr> </tbody> </table>	Language	Minimum required CEFR level	English	C1 - The expert can understand a wide range of demanding, longer texts, and recognise implicit meaning. - The expert can express him/herself fluently and spontaneously without much obvious searching for expressions. - The expert can use language flexibly and effectively for social, academic and professional purposes. The expert can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices.
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3.3 Requirements relating to a climate resilience and sector collaboration expert (role 2)

3.3.1	At least five (5) years of experience in climate resilience strategies within tropical agriculture, preferably coffee, in the last ten (10) years.
3.3.2	At least four (4) years of experience engaging with Indonesian governance structures and sectoral challenges in the field of climate resilience in North Sumatra and Aceh in the last ten (10) years.
3.3.3	Strong stakeholder engagement and conflict mediation skills, fostering inclusive multi-stakeholder processes.
3.3.4	Experience integrating gender and youth inclusion into climate resilience strategies.
3.3.5	Proven ability to link local investment opportunities with sector development initiatives.

3.3.6	Expertise in developing monitoring frameworks and adaptive strategies for systemic change.								
3.3.7	Strong analytical and reporting skills to provide evidence-based recommendations.								
3.3.8	Ability to plan and facilitate workshops, meetings, and capacity-building sessions.								
3.3.9	Proven logistical management skills, including event coordination and stakeholder mobilization.								
3.3.10	The expert must have proven experience in collaborating effectively within remote and/or cross-disciplinary teams.								
3.3.11	The expert must have proficiency in both English and Bahasa Indonesia to ensure effective communication with national and international stakeholders. The expert must therefore demonstrate in his/her CV that he/she has a good level of English proficiency, at least B2 CEFR or comparable. Native English speakers are automatically considered as meeting this B2 proficiency standard. If the expert is a native English speaker, this must be clearly and explicitly stated in his/her CV. <table border="1"> <thead> <tr> <th>Language</th><th>Minimum required CEFR level</th></tr> </thead> <tbody> <tr> <td>English</td><td> B2 - The expert can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialisation. - The expert can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. - The expert can produce clear, detailed text on a wide range of subjects and explain a viewpoint on a topical issue giving the advantages and disadvantages of various options. </td></tr> </tbody> </table> The expert must demonstrate in his/her CV that he/she has a high level of Bahasa Indonesia proficiency, at least C1 CEFR or comparable. Native Bahasa Indonesia speakers are automatically considered as meeting this C1 proficiency standard. If the expert is a native Bahasa Indonesia, this must be clearly and explicitly stated in his/her CV. <table border="1"> <thead> <tr> <th>Language</th><th>Minimum required CEFR level</th></tr> </thead> <tbody> <tr> <td>Bahasa Indonesia</td><td> C1 - The expert can understand a wide range of demanding, longer texts, and recognise implicit meaning. - The expert can express him/herself fluently and spontaneously without much obvious searching for expressions. - The expert can use language flexibly and effectively for social, academic and professional purposes. The expert can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices. </td></tr> </tbody> </table>	Language	Minimum required CEFR level	English	B2 - The expert can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialisation. - The expert can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. - The expert can produce clear, detailed text on a wide range of subjects and explain a viewpoint on a topical issue giving the advantages and disadvantages of various options.	Language	Minimum required CEFR level	Bahasa Indonesia	C1 - The expert can understand a wide range of demanding, longer texts, and recognise implicit meaning. - The expert can express him/herself fluently and spontaneously without much obvious searching for expressions. - The expert can use language flexibly and effectively for social, academic and professional purposes. The expert can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices.
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3.4 Requirements relating to an expert in climate resilient business models and export coaching (role 3)

3.4.1	At least five (5) years of experience in the EU coffee sector in a commercial, technical, or consultancy role in the last ten (10) years.
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3.4.2	Active and up-to-date network within the European coffee industry, preferably including Indonesian coffee sector connections.				
3.4.3	At least three (3) years of experience addressing climate change and sustainability in the coffee sector in the past seven (7) years.				
3.4.4	Proven expertise in business coaching and capacity building for producers, cooperatives, and SMEs.				
3.4.5	Experience designing and implementing investment frameworks for sustainable coffee production.				
3.4.6	Demonstrated ability to facilitate market linkages between coffee producers and European importers.				
3.4.7	Experience in moderating at least five (5) training sessions or workshops on sustainability, climate resilience, and export development in the past five (5) years.				
3.4.8	Strong analytical skills in assessing business models, financial viability, and investment opportunities.				
3.4.9	Knowledge of technological innovations that enhance productivity, traceability, and compliance with EU market regulations				
3.4.10	At least two (2) years of experience coaching via remote platforms such as Zoom, Teams, and Skype.				
3.4.11	The expert must have proven experience in collaborating effectively within remote and/or cross-disciplinary teams.				
3.4.12	The expert must demonstrate in his/her CV that he/she has a high level of English proficiency, at least C1 CEFR or comparable. Native English speakers are automatically considered as meeting this C1 proficiency standard. If the expert is a native English speaker, this must be clearly and explicitly stated in his/her CV. <table border="1"> <thead> <tr> <th>Language</th><th>Minimum required CEFR level</th></tr> </thead> <tbody> <tr> <td>English</td><td> C1 - The expert can understand a wide range of demanding, longer texts, and recognise implicit meaning. - The expert can express him/herself fluently and spontaneously without much obvious searching for expressions. - The expert can use language flexibly and effectively for social, academic and professional purposes. The expert can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices. </td></tr> </tbody> </table>	Language	Minimum required CEFR level	English	C1 - The expert can understand a wide range of demanding, longer texts, and recognise implicit meaning. - The expert can express him/herself fluently and spontaneously without much obvious searching for expressions. - The expert can use language flexibly and effectively for social, academic and professional purposes. The expert can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices.
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3.5 Requirements relating to an expert in facilitating climate resilience pilots and business support (role 4)

3.5.1	A strong and up-to-date network of coffee-exporting SMEs in North Sumatra and Aceh. To demonstrate this, the expert must provide the names of key companies or organisations the expert has engaged with over the past five (5) years.
3.5.2	Background in agronomy with expertise in climate-smart agriculture, regenerative practices, and agroforestry relevant to coffee production.
3.5.3	At least three (3) years of experience supporting cooperatives and SMEs in sustainable business model development during the last seven (7) years).
3.5.4	Deep understanding of Indonesia's political, business, and regulatory landscape relevant to coffee.
3.5.5	Proven ability to facilitate pilot projects, monitor progress, and report on results.
3.5.6	Knowledge of EU coffee import regulations and compliance requirements.
3.5.7	At least two (2) years of experience in facilitating access to finance and investment opportunities for coffee SMEs during the last seven (7) years.

3.5.8	Strong project management skills, including planning, budgeting, workshop and knowledge exchange (community of practice) facilitation, both online and in-person.								
3.5.9	Experience integrating gender and youth inclusion into agricultural initiatives.								
3.5.10	The expert must have proven experience in collaborating effectively within remote and/or cross-disciplinary teams.								
3.5.11	The expert must have proficiency in both English and Bahasa Indonesia to ensure effective communication with local and international stakeholders. They must also be able to be present at short notice without the need for long-haul travel, in order to arrange meetings and manage logistics. The expert must demonstrate in his/her CV that he/she has a high level of English proficiency, at least B2 CEFR or comparable. Native English speakers are automatically considered as meeting this C1 proficiency standard. If the expert is a native English speaker, this must be clearly and explicitly stated in his/her CV. <table border="1"> <thead> <tr> <th>Language</th><th>Minimum required CEFR level</th></tr> </thead> <tbody> <tr> <td>English</td><td> B2 - The expert can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialisation. - The expert can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. - The expert can produce clear, detailed text on a wide range of subjects and explain a viewpoint on a topical issue giving the advantages and disadvantages of various options. </td></tr> </tbody> </table> The expert must therefore demonstrate in his/her CV that he/she has a high level of Bahasa Indonesia proficiency, at least C1 CEFR or comparable. Native Bahasa Indonesia speakers are automatically considered as meeting this C1 proficiency standard. If the expert is a native Bahasa Indonesia, this must be clearly and explicitly stated in his/her CV. <table border="1"> <thead> <tr> <th>Language</th><th>Minimum required CEFR level</th></tr> </thead> <tbody> <tr> <td>Bahasa Indonesia</td><td> C1 - The expert can understand a wide range of demanding, longer texts, and recognise implicit meaning. - The expert can express him/herself fluently and spontaneously without much obvious searching for expressions. - The expert can use language flexibly and effectively for social, academic and professional purposes. The expert can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices. </td></tr> </tbody> </table>	Language	Minimum required CEFR level	English	B2 - The expert can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialisation. - The expert can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. - The expert can produce clear, detailed text on a wide range of subjects and explain a viewpoint on a topical issue giving the advantages and disadvantages of various options.	Language	Minimum required CEFR level	Bahasa Indonesia	C1 - The expert can understand a wide range of demanding, longer texts, and recognise implicit meaning. - The expert can express him/herself fluently and spontaneously without much obvious searching for expressions. - The expert can use language flexibly and effectively for social, academic and professional purposes. The expert can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices.
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3.6 Requirements relating to the prices/rates

3.6.1	The Tenderer will provide the rate in EURO (€) applicable to this assignment by filling in the appendix entitled 'Prices and rates' (Annex 07).
3.6.2	The price/rates must be in euros and all inclusive. The price/rates do not include Dutch VAT and (if applicable) 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 administration, communication and 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 country where the expert is based. Additional provisions related to the reimbursement of local expenses in Indonesia are set out in Sections 3.6.5 and 3.6.6.
3.6.3	The maximum applicable daily rates for experts proposed under this Tender are as follows. All amounts are exclusive of Dutch VAT and, where applicable, inclusive of all local foreign VAT, fees, and all other costs: • Role 1: The maximum daily rate for role 1 is €700 if the Tenderer proposes an international expert, and €400 if the Tenderer proposes a national expert. • Role 2: The maximum daily rate applicable to role 2 is €400. • Role 3: The maximum daily rate for role 3 is €700 if the Tenderer proposes an international expert, and €400 if the Tenderer proposes a national expert. • Role 4: The maximum daily rate applicable to role 4 is €400.
3.6.4	These daily rates are maximum rates. If the Tenderer offers a higher rate, the Tender is set aside and excluded from further participation in the tendering process.
3.6.5	In case the expert is not based in Indonesia, you may, when carrying out assignments in Indonesia, invoice local expenses according to the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (https://icsc.un.org/). This list is updated on a regular basis.
3.6.6	If the expert is based in Indonesia, DSA (Daily Subsistence Allowance) may only be invoiced when the expert travels to a programme city other than their city of residence, and only after obtaining prior approval from the CBI Programme Manager. Travel costs incurred within the expert's city of residence must be included in the daily rate.
3.6.7	The agreed rates are fixed and invariable for the duration of the Framework Agreement.
3.6.8	The Tenderer will not submit any zero or negative prices/rates.
3.6.9	The Tenderer will charge retrospectively based on actual costs and specify daily rates.

3.7 Tax-related requirements

3.7.1	The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (<i>Belastingdienst</i>) or other tax authorities.
3.7.2	If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
3.7.3	You are liable for any extra costs for Dutch and/or local foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
3.7.4	You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
3.7.5	You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.7.6	For companies established in the Netherlands only 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 its 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	For companies established in the Netherlands only If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a different VAT rate applies, then the contract price will be increased to include the applicable VAT rate. You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority
3.7.8	It is not allowed to charge Dutch VAT over this amount if the registered office of the Contractor is outside The Netherlands. Contractor pays the Dutch VAT to the Netherlands tax authority.
3.7.9	If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.8 Invoicing requirements

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

3.9 Travel policy requirements

3.9.1	CBI has the explicit policy of 'digital first and local first' in order to reduce the environmental footprint of the project. This means that the Contractor performs its activities as much as possible through digital means and/or road transport.
3.9.2	International flight tickets and hotel accommodations must be booked by the expert themselves and can only be reimbursed if valid receipts are attached to the invoice. These costs are considered not to be included in the daily rate but are part of the total contract amount, as stated in section 2.5. As stated in 3.6.6 the costs for travelling within your own city must be included in your daily rate.

3.9.3	Only economy class flight tickets will be reimbursed (any other class of service is not eligible for reimbursement).
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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 01 '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.

For information on types of evidence, see Section 2.89 of the Public Procurement Act 2012.

<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). **Please note:** The process of applying for a Certificate of Conduct for procurement can take several weeks.
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 of the Public Procurement Act 2012 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

4.3 Suitability Requirements

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

By signing Annex 01 '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 role 1: Systemic change/MSD expert in the coffee sector
1. Strategic Systems Thinking: The tenderer has the ability to analyze complex market systems, identify leverage points for systemic change, and design scalable interventions. 2. Stakeholder Engagement & Facilitation: The tenderer has expertise in bringing diverse actors together, fostering collaboration, and aligning interventions with sector-wide strategies.
Core competences role 2: Climate resilience and sector collaboration expert
1. Local Knowledge & Policy Integration: The tenderer has a deep understanding of national climate resilience strategies, governance structures, and local socio-economic dynamics. 2. Multi-Stakeholder Coordination: The tenderer has the ability to facilitate discussions and partnerships between producers, cooperatives, NGOs, private sector actors, and government bodies.
Core competences role 3: Expert in climate resilient business models and export coaching
1. Sustainable Business Development: The tenderer has strong expertise in climate-resilient business models, investment frameworks, and export coaching to align with international market standards. 2. Market Linkages & Capacity Building: The tenderer has a proven ability to connect local producers with European importers and enhance the competitiveness of the coffee sector through training and coaching.

Core competences role 4: Expert in facilitating climate resilience pilots and business support

- | |
|---|
| <ol style="list-style-type: none">1. Project Implementation & Logistics Management: The tenderer has hands-on experience in coordinating workshops, meetings, and logistical arrangements for smooth pilot execution.2. Technical Knowledge in Climate-Resilient Agriculture: The tenderer has a practical understanding of regenerative agriculture, climate-resilient coffee varieties, and technology adoption. |
|---|

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

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

Assignments including one or more subcontractors can only be used as reference 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.

Please note: The reference(s) must be signed by the referee (the client in question).
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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.
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4.3.3 Professional/trade register extract

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

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

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

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

The assessment consists of 3 steps.

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

Please note: A maximum of 80 points can be obtained for your response to the 'written' award criteria as described in section 5.3.1 up to and including 5.3.4. The Tenderer must score a minimum of 45 out of 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 45 points out of the 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the rice/rates.

2. Assessment of the price (daily rate) with a maximum of **5 points** per role (**total of 20 points**).

Please note: If the daily rates for the roles exceed the allowed maximum, the Tender will be set aside and excluded from further participation in the tendering process.

3. The maximum total points that can be obtained is **100 points**.

CV submissions

Please upload the CVs for the four (4) roles. Make sure to include these CVs as part of your submission for award criterion 5.3.1.

- For role 1, the CV should demonstrate compliance with the requirements specified in section 3.2.
- For role 2, the CV should demonstrate compliance with the requirements specified in section 3.3.
- For role 3, the CV should demonstrate compliance with the requirements specified in sections 3.4.
- For role 4, the CV should demonstrate compliance with the requirements specified in sections 3.5.

Please note: A team proposal must consist of four (4) individuals, each assigned to one of the four (4) different roles. If this requirement is not met, the Tender will be set aside and excluded from further participation in the tendering process and will not be further assessed on prices or rates.

Keep the CVs as concise as possible.

- The Tenderer may provide additional information regarding the expert's experience, skills, and competencies in response to award criterion 5.3.1.
- Each CV should not exceed two (2) A4 in length. If the CV exceeds the maximum length, any extra pages will not be considered in the assessment.

Submission in response to the award criteria

- Your response must be written in Verdana, with a minimum font size of 9, or in another font of comparable readability.
- Please use a separate document for every award criterion and use a format (Annex) if asked for.
- 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.

5.2 Award criteria

The table below summarises the award criteria.

Award criteria		Maximum points available
5.3.1	Proposed team, qualifications, collaboration, and contingency planning	20
5.3.2	Facilitating systemic change and the development of climate resilience strategies	20
5.3.3	EU Market linkages and climate-resilient pilot strategy	20
5.3.4	Plan of action	20
5.5.1	Daily rate role 1: Systemic change/MSD expert in the coffee sector	5
5.5.2	Daily rate role 2: Climate resilience and sector collaboration expert	5
5.5.3	Daily rate role 3: Expert in climate resilient business models and export coaching	5
5.5.4	Daily rate role 4: Expert in facilitating climate resilience pilots and business support	5
Total		100

5.3 Quality award criteria

5.3.1 Proposed team, qualifications, collaboration, and contingency planning

Assessment aspects	Maximum points available
The Tenderer is requested to provide a clear overview of the proposed team of experts for implementing the assignment. This should include a list of names, positions, and a summary of each member's relevant network, knowledge, experience, and competencies, presented in concise CVs that meet at least the requirements outlined in sections 3.2, 3.3, 3.4 and 3.5. The response must demonstrate how the team collectively fulfils the assignment's requirements, ensuring effective collaboration, knowledge sharing, and adaptability. It should describe how the team intends to work together, including the proposed division of responsibilities, point of contact with CBI and the rationale behind this distribution. Furthermore, the proposal should outline how the team will manage internal communication, address potential disagreements or conflicts (conflict resolution), and ensure coordinated, results-oriented cooperation throughout the assignment. The proposed team must also include a contingency plan to address potential failure to deliver the required results or to manage unforeseen changes caused by external circumstances. Provide the following information for this award criterion: <u>1. Complete and upload Annex 06, 'Proposed team, collaboration, qualifications, and contingency planning', to demonstrate that the proposed team comprises individuals with the appropriate expertise, relevant experience, and complementary competencies required to successfully implement the assignment. Additionally, the response of the Tenderer should demonstrate that a well-considered contingency plan is in place, ensuring continuity of activities and the achievement of results in the event of unforeseen circumstances, such as the unavailability or underperformance of team members.</u>	20

The completed Annex 06 should not exceed twelve (12) A4 pages. Be aware: if you use more than twelve (12) pages, any pages beyond this limit will not be taken into account in the assessment. <u>2. Upload the four (4) CVs as per the guidelines and requirements stated in section 5.1.</u> Each CV should not exceed two (2) pages A4. Be aware: if you use more than two (2) A4 pages, the exceeding pages will not be taken into account for the assessment. <u>Assessment basis</u> The assessment will be based on at least the following aspects, as demonstrated in Annex 06 and the CV's: 1. Team quality and expertise • The extent to which the Tenderer has provided a clear and complete description of team members, their roles, and relevant experience. • The extent to which the proposed team meets or exceeds the requirements outlined in Sections 3.2 to 3.5. 2. Collective suitability and collaboration • The extent to which the proposal demonstrates effective collaboration, knowledge sharing, and adaptability within the team. • The extent to which the proposal demonstrates a clear and effective division of responsibilities, with justification for the allocation of roles. • The extent to which the proposal outlines practical arrangements for collaboration, internal communication, and knowledge sharing. • The extent to which mechanisms for addressing disagreements or conflict (conflict resolution) are clearly defined and appropriate for ensuring team cohesion and effectiveness. 3. Contingency plan • The extent to which a realistic and adequate contingency plan is provided in case of team member unavailability or underperformance. • The extent to which the proposed measures ensure continuity and delivery under unforeseen circumstances. The Tenderer can score: • a maximum of 7 points for component 1. Team quality and expertise; • a maximum of 7 points for component 2. Collective suitability and collaboration; • a maximum of 6 points for component 3. Contingency plan. In total, the Tenderer can score a maximum of 20 points for this award criterion.	
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5.3.2 Facilitating systemic change and the development of climate resilience strategies

Assessment aspects	Maximum points available
The Tenderer is requested to provide a strategy for strengthening climate resilience in the Indonesian coffee sector. The strategy should demonstrate a solid understanding of market dynamics, governance structures, and systemic barriers. The response must at least include the following components: 1. Key challenges and solutions • Identify three (3) key challenges to achieving systemic change within the	20

sector. - Propose practical and evidence-based solutions to address each of these challenges. 2. Stakeholder engagement plan - Present a clear stakeholder engagement plan that identifies and aligns four (4) key stakeholder categories considered essential for achieving systemic change. - For each category, explain its relevance and specific role in contributing to the intended objectives. Your response must be written in Verdana, minimum font size 9, or in another font of comparable readability, and shall not exceed three (3) A4 pages.. Be aware: if you use more than three (3) A4 pages, the exceeding pages will not be taken into account for the assessment. <u>Assessment basis</u> The assessment will be based on at least the following components: 1. Key challenges and solutions - The extent to which the Tenderer identifies three (3) relevant and well-defined challenges to achieving systemic change within the sector. - The extent to which the proposed solutions are practical, evidence-based, and appropriately address the identified challenges. 2. Stakeholder engagement plan - The extent to which the Tenderer presents a clear and coherent stakeholder engagement plan. - The extent to which four (4) key stakeholder categories are appropriately identified and aligned with the objective of achieving systemic change. - The extent to which the role and relevance of each stakeholder category is convincingly explained and justified in the context of the proposed strategy. The Tenderer can score: - a maximum of 10 points for component 1. Key challenges and solutions; - a maximum of 10 points for component 2. Stakeholder engagement plan. In total, the Tenderer can score a maximum of 20 points for this award criterion.	
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5.3.3 EU Market linkages and climate resilient pilot strategy

Assessment aspects	Maximum points available
The Tenderer is requested to provide a comprehensive response addressing at least the following two components: 1. EU market linkages Present a clear approach for linking Indonesian coffee SMEs with EU buyers, ensuring alignment with EU sustainability regulations (e.g., EUDR, traceability). The response should include strategies for matchmaking, business coaching, and investment facilitation, demonstrate a strong network within the EU coffee market, and identify key opportunities for climate resilient Indonesian coffee. 2. Climate resilient pilot initiatives	20

Describe a concise and practical strategy for implementing climate resilient pilot initiatives, covering the design, management, and potential scaling of pilots related to regenerative agriculture, climate resilient coffee varieties, and relevant technological innovations. Your response must be written in Verdana, minimum font size 9, or in another font of comparable readability, and shall not exceed three (3) A4 pages. Be aware: if you use more than three (3) A4 pages, the exceeding pages will not be taken into account for the assessment. <u>Assessment basis</u> The assessment will be based on at least the following components: 1. EU market linkages • The extent to which the Tenderer demonstrates a relevant and well-established EU network. • The extent to which meaningful market opportunities for climate-resilient Indonesian coffee are identified. • The extent to which the proposed matchmaking strategy is feasible and effective. • The extent to which the Tenderer demonstrates a solid understanding of applicable EU sustainability regulations (e.g., EUDR, traceability). 2. Climate resilient pilot initiatives • The extent to which the proposed strategy for pilot execution is clear, appropriate, and relevant. • The extent to which the response addresses practical implementation, monitoring mechanisms, and the assessment of scalability of climate resilient initiatives. The Tenderer can score: • a maximum of 10 points for component 1. EU market linkages; • a maximum of 10 points for component 2. Climate resilient pilot initiatives. In total, the Tenderer can score a maximum of 20 points for this award criterion.	
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5.3.4 Plan of action

Assessment aspects	Maximum points available
The Tenderer is requested to provide a plan of action pertaining to the initial project for this award criterion, which must include at least the following components: 1. Proposed approach, risk analysis and mitigation strategies A description of the plan of action for the two-year project. The plan of action should explain how project insights will be monitored, evaluated, and adapted throughout implementation. The description should also include a risk analysis related to the plan of action, identifying three (3) principal risks and describing the corresponding mitigation strategies. 2. Budget control measures The plan of action should also outline the actions and controls that will be implemented by Tenderer to prevent any budget overruns.	20

Your response must be written in Verdana, minimum font size 9, or in another font of comparable readability, and shall not exceed three (3) A4 pages. Please note: any pages exceeding these limits will not be considered in the assessment.

Assessment basis

The assessment will be based on at least the following components:

1. Proposed approach, risk analysis and mitigation strategies
 - The extent to which the plan explains how project insights will be monitored, evaluated, and adapted effectively throughout the implementation phase.
 - The extent to which three (3) relevant and clearly defined risks are identified.
 - The extent to which each identified risk is supported by a practical, realistic, and effective mitigation strategy.
2. Budget control measures
 - The extent to which the Tenderer outlines appropriate, feasible, and effective actions and controls to prevent budget overruns.

The Tenderer can score:

- a maximum of 15 points for component 1. Proposed approach, risk analysis and mitigation strategies;
- a maximum of 5 points for component 2. Budget control measures.

In total, the Tenderer can score a maximum of 20 points for this award criterion.

5.4 Assessment method for qualitative award criteria

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

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

5.5 Price: daily rates

For this award criterion please complete and upload Annex 07.

5.5.1 Daily rate role 1: Systemic change/MSD expert in the coffee sector

The Tenderer has the option to propose either an international expert or a national expert for role 1. Depending on whether the Tenderer proposes an international or a national expert, the corresponding table below shall apply.

- When proposing an **international expert**, the maximum daily rate for role 1 is €700, 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.

Price	Awarded points
> € 700	Exclusion from the tender process
€ 676 up to and including € 700	0
€ 651 up to and including € 675	0,5
€ 626 up to and including € 650	1
€ 601 up to and including € 625	1,5
€ 576 up to and including € 600	2
€ 551 up to and including € 575	2,5
€ 526 up to and including € 550	3
€ 501 up to and including € 525	3,5
€ 476 up to and including € 500	4
€ 451 up to and including € 475	4,5
€ 450 and <€450	5

- When proposing a **national expert**, the maximum daily rate for role 1 is €400, 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.

Price	Awarded points
> € 400	Exclusion from the tender process
€ 391 up to and including € 400	0
€ 381 up to and including € 390	0,5
€ 371 up to and including € 380	1
€ 361 up to and including € 370	1,5
€ 351 up to and including € 360	2
€ 341 up to and including € 350	2,5
€ 331 up to and including € 340	3
€ 321 up to and including € 330	3,5
€ 311 up to and including € 320	4
€ 301 up to and including € 310	4,5
€ 300 and <€300	5

5.5.2 Daily rate role 2: Climate resilience and sector collaboration expert

The maximum daily rate for role 2 is €400, 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
> € 400	Exclusion from the tender process
€ 391 up to and including € 400	0
€ 381 up to and including € 390	0,5
€ 371 up to and including € 380	1

€ 361 up to and including € 370	1,5
€ 351 up to and including € 360	2
€ 341 up to and including € 350	2,5
€ 331 up to and including € 340	3
€ 321 up to and including € 330	3,5
€ 311 up to and including € 320	4
€ 301 up to and including € 310	4,5
€ 300 and <€300	5

5.5.3 Daily rate role 3: Expert in climate resilient business models and export coaching

The Tenderer has the option to propose either an international expert or a national expert for role 1. Depending on whether the Tenderer proposes an international or a national expert, the corresponding table below shall apply.

- When proposing an **international expert**, the maximum daily rate for role 3 is €700, 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.

Price	Awarded points
> € 700	Exclusion from the tender process
€ 676 up to and including € 700	0
€ 651 up to and including € 675	0,5
€ 626 up to and including € 650	1
€ 601 up to and including € 625	1,5
€ 576 up to and including € 600	2
€ 551 up to and including € 575	2,5
€ 526 up to and including € 550	3
€ 501 up to and including € 525	3,5
€ 476 up to and including € 500	4
€ 451 up to and including € 475	4,5
€ 450 and <€450	5

- When proposing a **national expert**, the maximum daily rate for role 3 is €400, 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.

Price	Awarded points
> € 400	Exclusion from the tender process
€ 391 up to and including € 400	0
€ 381 up to and including € 390	0,5
€ 371 up to and including € 380	1
€ 361 up to and including € 370	1,5
€ 351 up to and including € 360	2
€ 341 up to and including € 350	2,5
€ 331 up to and including € 340	3
€ 321 up to and including € 330	3,5
€ 311 up to and including € 320	4
€ 301 up to and including € 310	4,5
€ 300 and <€300	5

5.5.4 Daily rate role 4: Expert in facilitating climate resilience pilots and business support

The maximum daily rate for role 4 is €400, excluding Dutch VAT and including all local foreign VAT and other costs. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

Daily rate	Awarded points
> € 400	Exclusion from the tender process
€ 391 up to and including € 400	0
€ 381 up to and including € 390	0,5
€ 371 up to and including € 380	1
€ 361 up to and including € 370	1,5
€ 351 up to and including € 360	2
€ 341 up to and including € 350	2,5
€ 331 up to and including € 340	3
€ 321 up to and including € 330	3,5
€ 311 up to and including € 320	4
€ 301 up to and including € 310	4,5
€ 300 and <€300	5

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 three (3) expert assessors. First, the assessors will assess your written responses on the qualitative award criteria individually. Hereafter the assessment committee will determine a final score by consensus per award criterion, during a plenary meeting.

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion 'Plan of Action'. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from

all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

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

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

If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): jessica.scheffers@rvo.nl and cc to accountteam01@rvo.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on +31 70 379 88 99 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and

employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

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

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide: [Suppliers guide Information Security and Privacy EZK](#)

7.3.11 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.13 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.4).

- 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](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.

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

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 01	European Single Procurement Document*	Fill in, legally sign and add to TenderNed.
Annex 02	Reference assignments (section 4.3.2 Reference data (technical qualifications)	Fill in, print it and have the references signed by the referee and add to TenderNed.
Quality award criteria + Annex 06	Provide your response for the quality award criteria. Please use a separate document for every award criterion and please note the page limit as stated in 5.3.1, 5.3.2, 5.3.3 and 5.3.4: • 5.3.1 Proposed team, qualifications, collaboration, and contingency planning <i>Provide four (4) CVs + the completed Annex 06 "Proposed team, collaboration, qualifications, and contingency planning"</i> • 5.3.2 Facilitating systemic change and the development of climate resilience strategies • 5.3.3 EU Market linkages and climate-resilient pilot strategy • 5.3.4 Plan of action	Complete, fill in and add to TenderNed.
Annex 07	Provide the completed Annex 07 "Daily rate"	Fill in, print it, have it duly signed and add to TenderNed.

* See Subsection 7.2.17 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.

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) should also be provided in English.

During the fulfilment of the contract, communication must be conducted in English and Bahasa Indonesia. The reporting language for communications with CBI during the assignment is English.

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

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

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

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

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

Interest in relation to the judgement

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

7.4 Further Agreements within the Contract

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

Annexes

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

Annex 01: European Single Procurement Document

Annex 02: Reference assignments

Annex 03a: Draft Contract

Annex 03b: Draft Standby contract

Annex 03c: Draft Data Processing Agreement

Annex 04: ARVODI-2018

Annex 05: Complaints procedure

Annex 06: Proposed team, collaboration, qualifications, and contingency planning

Annex 07: Daily rates