



Memorandum of Information relating to the European tender 'Morocco olive oil and youth (AnMOON)'

Date: 16 May 2025

In this Memorandum of Information, the Contracting Authority provides answers to the questions raised and comments submitted regarding the above-mentioned European Tender. In addition, this Memorandum of Information is used to issue announcements. This Memorandum of Information forms an integral part of the Tender Document (reference 202412027).

Announcements

Number	
1.	The deadline for the receipt of Tenders has been postponed from Thursday, 29 May 2025 (12:00 CEST) to Monday, 2 June 2025 (12:00 CEST) due to a public holiday in the Netherlands.
2.	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 emphasize that your information must be included in your response, within the maximum number of pages specified for each sub-award criterion.
3.	Requirement 3.6.2 in the Tender Document is amended as follows: The Tenderer should submit the daily rates in accordance with the provisions set out in Section 5.4. The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in Annex 09.
4.	The following requirement is no longer applicable: 3.1.5 A self-employed professional without staff: If you apply for this Tender as a self-employed professional without staff (known in Dutch as zelfstandige zonder personeel, zzp'er), you may only register/apply for this Tender as a legal entity (e.g. private limited company).
5.	The following article will be amended in the Standby Agreement: Current text 2.3 If the Contracting Authority decides to exercise its right as set out in Article 2.1 and an agreement is reached between the Contracting Authority and Contractor 2, Contractor 2 guarantees that it will perform the Services in accordance with the terms and conditions of the Tender Document and the draft Contract.

	Amended text 2.3 If the Contracting Authority decides to exercise its right as set out in Article 2.1 and reaches an agreement with Contractor 2, Contractor 2 guarantees that it shall perform the Services in accordance with the terms and conditions set out in the Memorandum of Information, the Tender Document (including its annexes), the Draft Framework Agreement, and Contractor 2's Tender.
6.	The following article will be amended in the Standby Agreement: Current text 2.4 If the Standby Agreement is invoked, a new Contract will be drawn up for the remaining term of the contract period, equivalent to the Contract with Contractor 1 except for the Contractor 2 specific conditions (for example: Plan of Action, prices and rates). Also, a Data Protection Agreement will be concluded with Contractor 2 for the remaining term of the contract period. Amended text 2.4 If the Standby Agreement is invoked, a new contract — based on the Draft Framework Agreement, including any amendments (if applicable) as set out in the Memorandum of Information provided during the tender process — will be concluded for the remainder of the contractual period. Also, a Data Protection Agreement will be concluded with Contractor 2 for the remaining term of the contract period.
7.	The following article will be amended in the Standby Agreement: Current text 3.4 If the Standby Agreement is invoked, the new contract for lot [1/2/3] will come into effect on [date]. Amended text 3.4 If the Standby Agreement is invoked, the new contract shall enter into force on the date agreed upon by the parties.

Questions & Answers

Question	Subject	Question	Answer
1.	Draft framework agreement	There is an attachment titled "draft framework agreement", and in the announcement, there is mention of "services" and "diensten". Does this mean that the work will be commissioned on a call-off basis, or will it be based on an activity plan and schedule?	The draft Framework Agreement indeed refers to the provision of services ("diensten"), which will be commissioned on a call-off basis. This means that the Framework Agreement itself does not constitute a direct commitment for specific activities. Instead, concrete assignments will be defined and formalised through Further Agreements during the term of the Framework Agreement. Each Further Agreement will be based on a specific Terms of Reference (ToR), which includes a description of the required services, expected deliverables, a planning (timeline), and, where applicable, an activity plan. The contractor will be requested to submit a quotation for the specific Terms of Reference. If accepted, a further agreement will be sent, and the actual execution of activities commence. Please note that any Further Agreements concluded during the validity period of the Framework Agreement may remain in force and continue to be implemented beyond the official end date of the Framework Agreement itself.
2.	Annex 09 Daily rates	Annex 9 refers to the daily rates. Is it correct to assume that no detailed budget proposal is required, since no format has been provided for this? For each lot, a maximum amount is mentioned. How does this work in practice?	It is correct that no detailed budget proposal is required at this stage. Annex 9 refers to the applicable daily rates, which will serve as the basis for financial calculations. As part of the implementation of the Framework Agreement,

			individual assignments will be formalised through separate Further Agreements. For each Further Agreement, a specific Terms of Reference (ToR), timeline, and a detailed budget proposal will be developed. The Contractor will be requested to provide input for these elements based on the scope and planning of the assignment. Please note that the total cumulative value of all further agreements under a given lot may not exceed the maximum amount indicated for that lot.
3.	Tender document, section 3.5.4	Section 3.5.4 states that for Lot 2, "if the expert is not based in Morocco, we expect the international experts to make 3 on-site visits." Does this also apply to Lot 1 and Lot 3? Or are the experts for Lots 1 and 3 expected to be based in Morocco?	The experts for lots 1 and 3 are expected to be based in Morocco.
4.		Could you please clarify whether consultants operating under the legal status of auto-entrepreneur are eligible to apply for the lots? This status was introduced to support youth and startups in entering the professional market and is generally exempt from VAT or subject to reduced VAT depending on total income. We would appreciate confirmation on whether this legal form is acceptable for submissions to the AnMOON project.	We confirm that the legal form <i>auto-entrepreneur</i> is eligible to participate in this procurement procedure, provided that all conditions and requirements set out in the Tender Document are fully met.
5.		Can a firm submit the CV's of individual experts without necessarily being part of a specific team proposed in the application form? There is concern that some firms may include experts' CVs in proposals without their knowledge or prior agreement. Is there a mechanism in place to ensure that proposed	In order to demonstrate that the Tenderer possesses the knowledge, experience, and competencies required for the performance of the Assignment, the Tenderer is requested to complete Annex 06 (for Lot 1), Annex 07 (for Lot 2), and/or Annex 08 (for Lot 3), as applicable. Furthermore, the Tenderer is requested to submit the curriculum vitae (CV) of the proposed lead expert and, if applicable, the CV

		experts are aware of and have consented to be part of a consultancy submission?	of the second expert proposed to carry out the assignment. The evaluation of the knowledge, experience, and competencies of the proposed expert(s) constitutes an integral part of the qualitative assessment. By signing the European Single Procurement Document (ESPD), the Tenderer explicitly declares that all information provided in the Tender submission is complete, accurate, and truthful. If a Framework Agreement is concluded with a Tenderer, he will have to comply with the provisions in his Tender. Therefore, it is expected that the proposed expert(s) will genuinely carry out the assignment, and that their inclusion in the Tender Documentation truthfully represents the Tenderer's intentions and operational reality. If it is established that the Tenderer has submitted false or misleading information, this may constitute grounds for exclusion from the procurement procedure.
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