



Memorandum of Information relating to the European tender for the procurement of experts for the CBI project Kenya Fresh Fruits and Vegetables, focusing on a just transition to sea freight

Date: 11 September 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 202502028). 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.

Questions & Answers

Question	Subject	Question	Answer
1.	7.3.17 Submission of a Tender in collaboration with other organisations	Please can you explain the difference between submitting the tender as a consortium and as a contractor together with subcontractors? We are planning to submit this tender with 3 other experts (4 experts in total including myself). I will be Lot 1, another colleague will be Lot 2 and another Lot 3. Our 4th expert/colleague will work as a subcontractor to provide extra expertise to Lot 1 and Lot 2. If we apply for this tender as a consortium, and I am the lead manager, does this mean that if we win the tender, then CBI will treat us as a company running the entire Kenya FFV project, with myself as the lead manager, but	If you submit the Tender as a consortium: • The consortium (as a group – including all consortium members) will be treated as the official Tenderer. • All consortium members are jointly and severally liable for the entire project. • You, as the lead consortium partner, act as the authorised representative of the consortium during the tendering process. The Contracting Authority will conclude one (1) framework agreement per lot with the consortium as a whole and must be signed by all consortium members. Each consortium member is in the first place responsible for executing his part of the agreement. The consortium lead will act as the single point of contact, will be registered in the system for communication and invoicing, and will receive all payments on behalf of the consortium-members. The consortium lead must specifically be authorized by the other

		set up individual contracts for each Lot and pay the Lot consultant directly? Submitting a tender as a principal contractor together with subcontractors - does this mean that I can submit the tender under my company name, and identify who would be Lot 1, 2 and 3? Does this mean that if we win the tender that the contracts and invoicing would come to me as the company owner and lead manager, and then I would organise and pay for the consultants working for me on the programme?	consortium-members to receive the payments and to distribute these. It is the responsibility of the consortium lead to distribute these payments to the other consortium members. If you submit the Tender as a principal Contractor with subcontractors: • You submit the Tender under your company's name. • Your company becomes the sole contractual partner of the Contracting Authority and is fully liable for the entire project. • The Contract Authority would conclude one (1) Framework agreement per lot with your company, pay invoices only to your company, and you will then be responsible for organising, contracting and paying the other experts within the respective lots working with you. As for the proposed fourth expert, section 3.1.1 of the Tender document states the following: One expert: Per lot, a maximum of one (1) expert may be proposed by Tenderer for the execution of the assignment. During the execution of the assignment, the expert will also serve as the (sole) point of contact for the CBI Programme Manager.
2.	4.3.2 Reference data (technical qualifications) + 5.2 Quality criteria + Annex 07	We are planning to apply for this tender as a team of experts/colleagues for Lot 1, 2 and 3. I will apply and be the lead consultant for Lot 1, my colleague will apply and be the lead consultant for Lot 2 and another colleague will apply and be the lead consultant for Lot 3. We have a 4th colleague who we want to use as a subcontractor to provide additional expertise for Lot 2. How do we include the subcontractor's expertise and knowledge in the answers for the core competencies and their references? For example; core competence Lot 2 question one will be answered by the lead consultant and the	As mentioned in section 3.1.1 of the Tender document (also see the answer to question 1) a maximum of one (1) expert per lot may be proposed by Tenderer for the execution of the assignment, so all answers in Annex 07 and for the other award criteria for lot 2 must relate to the proposed expert for lot 2. This means you cannot propose a second expert for the execution of the assignment for lot 2. That said, the tender rules do allow a principal contractor (or consortium member) to rely on the capacity of subcontractors. In that case: The subcontractor must complete and legally sign an ESPD (Parts II A, II B, III and IV).

		second question can be answered more fully by our subcontractor and her references. Can we answer annex 2 in this way? The lead consultant will run Lot 2 day-to-day if we win the tender, but we will employ the subcontractor to provide the additional expertise required - how do we demonstrate this in the tender? We have the same scenario for the 5.2 award criteria knowledge, experience and competence and Annex 07 (Lot 2) - we would like to include answers from the subcontractor as well as the lead consultant to provide as much evidence as possible.	To comply with the core competences in section 4.3.2 of the Tender document Annex 02 should be completed. This section states that assignments (per lot) including one (1) 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. Please note once more that only a maximum of one (1) expert per lot may be proposed by Tenderer for the execution of the assignment
3.	4.2.1 Independence and conflict of interest	Is it allowed to work with a Lot 3 consultant who works for a local Trade Promotion Organization?	Tenderer should comply with the requirements stated in section 4.2.1. All experts applying for this Tender must act fully independently and without any conflict of interest as a representative of in the Kenyan FFV sector. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in Kenya or importing companies, during the terms of the Contract and Further Agreement(s) that trade in services covered by this Tender from developing countries covered by this Tender. Any expert under this Tender should be able to act fully independently, during the terms of Contract and Further Agreement(s) under the strict requirement that no preferential advice will be given to any company or organisation which might favour the own (commercial) interests of the expert. In case of potential risks of conflicts of interests, the Tenderer has to make these risks explicit in the Tender. In case of potential risk situations, the Tenderer needs to show that 1. such risk for a potential conflict of interest is limited, and 2. that the expert has adequate mitigation measures in place in case a potential conflict of

			interest might arise. The Tendering Authority decides if the explanation is sufficiently plausible and if the two elements have been adequately proven in the Tender. If that is not the case the Tendering Authority may exclude the Tenderer from participating in the tendering process. In case a conflict of interest arises during the terms of the Contract and Further Agreement(s) Contracting Authority reserves the right to take adequate measures, for example relevant clauses in Further contracting agreements, and/or restricting the activities and or termination of the Contract and Further Agreement(s).
4.	4.3.2 Reference data (technical qualifications)	In a case where similar assignments were undertaken about 6 years ago, can these assignments be used as example of reference assignments?	As per section 4.3.2 the reference assignment must have been executed or completed within the three (3) years prior to the closing date for the submission of tenders.
5.	4.3.2 Reference data (technical qualifications)	A current framework assignment is closing in 4 months-can the assignment be used as a similar reference assignment? Most of the deliverables have been met.	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