



Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of expertise for the CBI project aimed at contributing to the strengthening of the position of women in the ITO sector in Senegal

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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 for further evaluation by Contracting Authority.
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 a Framework agreement (hereafter: Contract) for expertise for the ITO (IT Outsourcing) Senegal project aimed at contributing to the strengthening of the position of women in the ITO sector in Senegal. More specifically, Tenderers are requested to offer a team of (2) experts with the following roles, that are available at the request of Tendering Authority:

Role 1: Lead international strategic gender expert, who is the single point of contact.

Role 2: National expert for gender equality, women's economic empowerment and female upward mobility in the IT sector in Senegal.

The Contract is scheduled to start in May 2026. CBI has already been implementing this project in the ITO in Senegal since 2024 and contributing to a resilient ITO sector. The project ambition is to strengthen the ITO SMEs in their challenges to export and at the same time improving gender diversity in the sector.

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 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 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

Description of the Senegal project

Since the beginning of 2025, CBI is implementing a project in Senegal's IT outsourcing sector. Officially the project started earlier, with an inception phase (February 2024 – March 2025) that enabled the identification of clear root causes in the sector and the testing of different assumptions that were made during the project development phase. The inception led to the following long-term vision towards which the project aims to contribute:

Senegal has a well-structured, balanced and inclusive ITO ecosystem, where Senegalese-owned sustainable SMEs are able to thrive.

More specifically the project is assisting the Senegalese ITO ecosystem to be able to propel SMEs toward their growth objectives by prioritizing sustainable growth and championing women's upward mobility.

For each of her projects, CBI works with a so-called Central Sustainability Challenge. The central sustainability focus for this project is on improving the position of women in the ITO sector. To contribute to this specific objective, we are looking for a team of experts.

The current project team is working hard to catalyze a transformation in Senegal's ITO sector towards greater gender diversity and the improvement of the position of women in the ITO sector by a.o stimulating upward mobility of women in the IT sector. This is done by strengthening the capacity of SMEs to enter new markets and by developing and supporting services that boost their export potential. This facilitates growth and enables them to create decent jobs. The project also aims to enhance their human resource practices to better attract, develop, and retain female talent and stimulate upward mobility of women, whilst engaging with key sector stakeholders to foster a more enabling ecosystem.

This will be achieved by intervening in three areas:

1. Strengthening the capacity of SMEs
 - a. In their sustainable growth
 - b. In creating decent jobs for women (preferably in middle management)
2. Service delivery
 - a. By supporting effective service delivery that support both sustainable growth of SMEs as well as a more inclusive sector that supports female upward mobility
3. Sector exchange
 - a. To ensure the whole sector / system becomes more inclusive by sharing best practices, engaging stakeholders, etc.

These intervention areas are translated into four different solution pathways with the following outcomes:

1. SMEs are resilient
2. Inclusive gender strategies are mainstreamed in the IT sector
3. Effective service delivery models are ready for upscaling
4. Intra-sector cooperation (cross cutting)

The Contract as part of the Senegal project

The gender specific objectives of the project are mainly related to the above mentioned pathway 2 but not exclusively.

A gender expert has been part of the team during the inception phase and the start of the implementation phase. Due to personal circumstances, the current gender expert is not able to continue fulfilling this role. As a result, CBI is looking to fill in the role for the remaining implementation period. Based on prior lessons learnt, it was decided to elaborate the gender expertise for the Senegal Project into a team of two (2) separate roles.

Expertise sought:

This Tender Document describes the requirements for one lot, requesting one (1) team. The composition of the team must include the following two (2) roles:

Role 1: Lead international strategic gender expert, who is the single point of contact.

Role 2: National expert for gender equality, women's economic empowerment and female upward mobility in the IT sector in Senegal.

A detailed description of the roles can be found in section 2.1 under **Role of the experts in the CBI team**.

1.4 Time schedule

The schedule below applies to this tendering process.

15 January 2026	Issuing of publication, start of tendering period.
2 February – 14.00 (CET)	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).
16 February 2026	Issuing Memorandum of Information.
2 March 2026 – 14.00 (CET)	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 6 until 10, 2026	Assessment of Tenders.
3 April 2026	Announcement of the award of the Contract.
23 April 2026	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
18 April 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
1 May 2026	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 has already validated key assumptions, investigated root causes, and identified innovative solutions to address challenges in the Senegalese ITO ecosystem to propel SMEs towards their growth objectives by prioritizing sustainable growth and championing women's upward mobility. This was done during the inception phase between February 2024- March 2025.

Based upon the findings and lessons learned, the project moved into the implementation phase with the following long-term vision:

Senegal has a well-structured, balanced and inclusive ITO ecosystem, where Senegalese-owned sustainable SMEs are able to thrive.

The overall ambition of the project is:

The Senegalese IT system supports SMEs with their sustainable growth objectives through capitalization of opportunities for gender inclusion.

The intended outcomes of this multi-year project (April 2025- 31 December 2028) are divided over 3 pathways and one cross cutting pathway:

1. *Pathway 1 Resilient SMEs: SMEs are resilient (competitiveness, adapting to changing environment etc.).*
2. *Pathway 2 Gender inclusive IT sector: Inclusive gender strategies are mainstreamed in the IT sector.*
3. *Pathway 3 Service delivery: Effective service delivery models are ready for upscaling*
4. *Cross cutting pathway Sector Exchange: Sector exchange has been moved to output and short/medium term outcome level feeding into the outcomes above*

Overall, 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).

For the Contract, the pathways one (1) and two (2) are the most important and will be described more in detail:

Pathway 1 Resilient SMEs Approach

In the first half of 2025, the project started with an audit to establish a solid understanding of current capabilities of 12 pre-selected SME partners. This audit finally led to the selection of all 12 of these companies. Each company was also screened on their willingness to contribute to the Central Sustainability challenge (Improving the position of women in the ITO sector in Senegal) During the second half of the year, direct training and coaching was provided to this first group of participating companies (frontrunners / first movers), while the process of slowly onboarding a second group ("second movers") gets underway. At the same time, two exit strategies are initiated: the development of a pool of mentors, and the coaching of local consultants who will later take over responsibilities aligned with the aims of Pathway 3.

In the course of 2026, the project should start phasing out direct support to the first movers as local consultants and services begin to take on more responsibility, ultimately preparing them to operate beyond the subsidized market. By Year 3 (2027), the focus shifts to facilitating the service process for the second movers, but without an implementation role for CBI. During this period, coordination responsibilities begin to transition from CBI to ADEPME or another suitable local organization. Finally,

in Year 4, the project gradually phases out client subsidies, completing the transition to local ownership of the process.

On the one hand training and coaching of SMEs on their business management capacities promotes SME growth, and, on the other hand, the promotion of female upward mobility is just as important to ensure the SMEs have access to capacitated staff to fill the middle management layer that emerges as the companies grow. This is where the gender component comes into this pathway.

Finally, all activities under this pathway should take gender diversity into account, aspects such as making sure that workshops are gender sensitive, that the consultants and mentors include sufficient women participation etc. The SMEs (both frontrunners as well as second movers) are direct partners for the interventions under pathway 2.

Pathway 2 Gender inclusive IT sector Approach

The gender inclusion interventions will consist of various approaches. Firstly, it will promote female role models to attract more women to the IT sector, as they are currently heavily underrepresented (roughly 10% of the employees in the IT sector is female). This will be done through a visibility campaign, the organisation of an ITO woman of the year award and other concrete activities that will be identified along the way.

Secondly, the project will develop, test, roll out, and promote good practices of gender inclusivity in the sector, including upward mobility of women. These pilot-type activities will be developed together with the 12 selected SME partners, but also with other relevant (SME) partners. Good practices can also be identified at the level of larger (not SME) companies, in other sectors, or at the level of institutional partners. In the second half of 2025, a pilot on working from home was identified and rolled out partly.

Finally, the strengthening of the network organizations of women in IT is another strategy, also included under pathway 4. For this pathway, in 2025, a lot of steps have already been taken in prioritizing interventions in collaboration with FESTIC. Activities were further explored such as collaborating within IT Women of the Year campaign, promoting female role models, launching gender-focused pilots, and organizing a hackathon.

In 2026, the emphasis will be on promoting and sharing good practices in gender mainstreaming across relevant stakeholders. During the last year project support is gradually phased out, with the goal of embedding the most impactful interventions within partner organizations to ensure sustainability beyond the project's timeline.

Overall, it is also important to mention our CSR approach, as this approach is relevant for the gender pathway and could lead to the identification of new activities.

CSR / CCAT

At the start of the implementation phase, all selected partner SMEs will undergo a CSR audit (CCAT). In the case of this project, the audit will take place at the start of 2026 and will be undertaken at the level of the 12 selected partner SMEs. Based on the outcomes of this audit, specific CSR interventions will be conducted to ensure improvement levels of each company. At the end of the project an endline audit will be undertaken to measure impact of the interventions. Where possible the CCAT will be adjusted to include more gender criteria.

Key partners

For a large part of the activities, a partner selection was already done, below the most relevant partners are described:

ADEPME (Agency for development and supervision of SMEs)	The Agency for the Development and Supervision of Small and Medium Enterprises (ADEPME) is the operational arm of the Ministry of Trade and SMEs. It is responsible for assisting and supervising SMEs upon request, particularly through its all-in-one platform samapme.sn (support services, financing, coaching, digitization...).	Mostly relevant for the mentoring network and the coaching of consultants in Pathway 1
OPTIC (Professional Organization for IT sector)	The main professional organization in the sector and a member of the National Employers' Council. It brings together the main companies operating in ICT as well as telecommunications operators. It has been in existence since 2003 and is involved in facilitating access to financing, providing legal advice, and offering continuous training. Since 2015, OPTIC has been organizing the International Salon of Digital Economy Professionals (SIPEN) in Dakar, a significant event that serves as an important platform for public-private dialogue. It is an interlocutor of the Senegalese government, but the sector remains unsatisfied with the organization's ability to significantly impact the sector's companies, particularly in fostering the emergence of major champions.	Mostly relevant for the intra-sector collaboration and pathway 3
FESTIC (Senegalese Women in IT)	FESTIC is an organization that contributes to accelerating Senegal's digital transformation through cross-cutting targets, particularly focusing on women. Additionally, it functions as a network of female peers, connecting women with businesses, NGOs, the Government, and especially institutions that leverage access to information to achieve Sustainable Development Goals (SDGs), particularly concerning gender equality.	Relevant for both pathway 2 and the intra-sector collaboration
Digital Senegal	Digital Senegal Cooperative Society is new platform of Senegal's digital ecosystem. Created by private sector digital professional organizations and entrepreneurship support structures, the "Digital Senegal" Society aims to support the business development of digital companies by enhancing their competitiveness to facilitate their access to national and international markets. The cooperative manages the Digital Senegal platform, which aims to provide dynamic mapping of the sector.	Mostly relevant for the intra-sector collaboration and pathway 3
12 selected SMEs partners	ADNTECH, Aristarc Conseils, Ergobit, Eyone, Finetech Groupe, ODS, Polaris, Sentrust, Solid, Sun Telecom, Wango and Yowith.	Relevant partners for pathway 1 and 2, also for the implementation of gender related pilots.
Other relevant partners	- ByFilling => SME frontrunner in terms of gender sensitive policy but also partner for the gender visibility campaign - SEW (Smart Ecosystem for Women => advisory firm that conducted the gender needs assessment, involved in the visibility campaign but also involved as advisor	

- Various regional and European buyers.
- Various investors/investing organisations

These are the partners that have currently been selected. However, the project has been organised in such a way that new relevant partners can always be included during each phase.

Target market

The target markets for this project are regional markets (particularly West Africa) and countries in the EU and EFTA where there is demand for (French speaking) ITO services.

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 in the CBI team

The project in the ITO sector in Senegal is carried out by a team of experts that works under the direct supervision 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 gender experts correspond with first and foremost pathways 1 and 2. As mentioned above, in the case of pathway 1, the gender team is expected to play an important role in mainstreaming gender diverse approaches within the internal management of the participating partner SMEs and of potential second movers. For pathway 1, it is important to work together with the international and national Sector and Ecosystem experts of the project team, that have already been collaborating with the companies for the past 2 years and will continue to do so during the remaining implementation period. Furthermore, it is also of importance for the team to advice on mainstreaming gender into the coaching and supporting activities targeting the SMEs, by the Sector team.

For pathway 2, activities are slightly more standalone, though could involve some overlapping partners. With these interventions, it is also important to streamline and discuss with the whole team, and CBI staff, as all pathways are interlinked and contribute to the same system change. The current team consists of an International and National Sector Expert and an Ecosystem Expert. CBI also engages a CSR expert, that will undertake the CSR audit in 2026 and with whom the gender team will work closely to ensure gender aspects are sufficiently considered, but also to engage in the follow-up of potential (gender) issues that still need to be ameliorated. In addition to the experts already on the team, CBI can contract consultants outside the framework of the existing tenders for specific project activities.

Concerning the work with BSO (Business Service Organisation) partner OPTIC but also FESTIC, the gender team will work together closely with the Ecosystem expert. The same counts for mainstreaming gender into pathway 3 and the collaboration under pathway 4.

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. 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: International strategic gender expert. This expert will bring in strategic and analytic gender knowledge within the CBI project team. Responsibilities include conducting essential research on women's position and opportunities in the IT sector in Senegal, identifying and coordinating potential pilots for greater gender diversity, women's economic empowerment, upward mobility in the sector and the upscaling of best practises.

At the SME level, this expert will provide a strategic framework on Human Resource management, policies and gender equality, in close cooperation with the other experts in the CBI team. On both the service development as well as the institutional development side, the expert will provide input, strategic input, support and advice on gender equality and diversity.

Another aspect of the role of the lead expert is fully in line with female empowerment and upward mobility for women. The lead expert is to disseminate and transfer his / her knowledge and expertise regarding gender sensitive systemic change and women's economic empowerment to the national expert. The national expert is responsible for the implementation of the plan of action and activities of the project in Senegal. The aim of the transfer of knowledge to shift greater responsibilities via the Further Agreements of the general Contract (Framework agreement) towards the national expert while the international expert gradually takes a backseat role. The international expert remains in charge of strategic planning, quality control and oversight and remains the single point of contact throughout the full length of the Contract (Framework agreement).

Role 2: National expert for gender equality, women's economic empowerment and female upward mobility in the IT sector in Senegal

This expert translates at the request of Tendering Authority, the strategic gender vision of the international expert to the ITO sector in Senegal through the implementation of defined activities and pilots, close interaction and cooperation with local stakeholders in the public and private sector, support to the participating SMEs in the project and by giving active and innovative input from the field to the international expert. In Senegal, the national expert is the first point of contact of the participating stakeholders in the project.

The national expert will receive coaching and training on the job by the international expert with the aim to strengthen his/her capacities and improve his/her knowledge on gender-sensitive systems change. The national expert will gradually take up more responsibilities in Further Agreements of the Contract (Framework agreement), as assigned by and under the supervision of the international expert.

2.2 Lots

The invitation to tender consists of one (1) lot and one (1) Contract.

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.

The Tendering authority's decision to request a team of two (2) consultants in one lot instead of two 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 gender sensitive systemic

change in the IT Outsourcing sector in Senegal, 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 in order to make the locally led vision, needs and possibilities leading. 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 are proposed as a team .

- The project on a gender sensitive systemic change in the ITO sector in Senegal is aimed at increasing the opportunities for upward female mobility into the value chain. Experiences in previous CBI projects show that achieving full integration across the activities is not easy, often the international expertise and local knowledge remain 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.
- Fully in line with the gender sensitive systems change, gender equality and women's economic empowerment with a focus on upward mobility for women, CBI is looking for a combination of gender experts whereby the senior expert hands over its international knowledge, vision and expertise to the national junior/intermediate expert. The national expert gradually takes over the role of the senior expert, whereby ultimately combining the two roles into one. The senior expert phases out but remains available for advice upon request.
- 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 Contract (Framework agreement) for a period of one (1) year, with a unilateral option for Contracting Authority to extend the Contract up to three (3) times, each time for a period of one (1) year. The total maximum duration of the Contract is four (4) years.

The implementation phase of the Senegal project itself started 1 January 2025. The remaining duration as of 1 May 2026 – when the Contract (Framework agreement) will commence – is almost three (3) years, until and including 31 December 2028 and with the possibility of a one (1) year extension. The Contractor will be notified in writing of any Contract extensions no later than one (1) month before the end of the Contract term.

The decision to extend the Contract will depend on:

- The Contracting Authority's satisfaction with the Contractor's performance and Services delivered.
- The Contracting Authority's confidence that the goals will be achieved during the project.
- The absence of unforeseen circumstances which would require the Contracting Authority to refrain from exercising its extension option.
- The pace of the hand-over of knowledge and expertise for the senior to the junior/intermediate expert.
- The necessity of the use of the gender expert within the goals of the remainder of the project.

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, in line with the relevant articles in the Contract.

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

2.4 Standby agreement

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

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

Please note: The Standby Contractor is not eligible for any compensation and may not derive any rights from the Standby agreement. A draft of the Standby agreement 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>project</u>, excluding Dutch VAT but including all local foreign VAT and other costs.
A team of two (2) experts	€ 400,000.-

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 two (2) 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 is expected to consist 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 is expected 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 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 requested to propose 2 separate experts for the two (2) defined roles, that together constitute the team. A submission of one (1) team expert or more than two (2) team experts shall result in an exclusion of this tender process.
3.1.2	The lead expert - Single Point of Contact and responsibility: The International expert serves as the lead expert and the single point of contact for communication with CBI; multiple contact persons are not permitted. The International expert has the final responsibility for all communication and deliverables for the specific services outlined in the Further Agreement(s) within the Contract.
3.1.3	Curriculum Vitae Requirements: A team proposal must consist of two (2) individuals, each assigned to one of the two (2) different roles. All Tenderers applying for this tender must include a Curriculum Vitae (CV) for each of the two (2) roles in the 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 IT sector in Senegal. This entails, among others, that the team members should not be directly or indirectly contracted or employed by parties in the Senegalese IT sector 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 in exceptional cases and after approval by the CBI programme manager, and only if the new expert has at least equal qualifications as the expert proposed in the Tender and meets the requirements specified in chapter 3, as well as the generally applicable conditions under this Tender and the team must continue to comply with the proposal of Contractor in this Tender procedure. 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 following a Further Agreement 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.
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3.2 Requirements relating to an International strategic gender expert (role 1)

3.2.1	At least five (5) years of experience in facilitating strategic gender initiatives, including stakeholder engagement and consensus-building around complex issues related to gender-sensitive sector (ex)change in two (2) different sectors in the last ten (10) years.								
3.2.2	Proven experience in identifying and coordinating innovative pilots, using best practices and upscaling methods for greater gender equality, diversity and women's economic empowerment in at least two (2) projects in the last ten (10) years.								
3.2.3	Proven experience in working with SMEs in the field of sustainable growth and women's empowerment and upward mobility in the last ten (10) years in at least two (2) LMICs.								
3.2.4	Proven experience in developing capacity-building activities through online and offline workshops and training sessions for various levels and groups of stakeholders in close collaboration with a national expert in two (2) projects in two (2) LMICs.								
3.2.5	Proven experience in collaborating effectively within remote and/or cross-disciplinary teams. The expert must be a team player who can cooperate in diverse team structures (information sharing, conflict solving, coaching, training on the job, etc.								
3.2.6	The expert must have proficiency in both French and English to ensure effective communication with national and international stakeholders. The expert must demonstrate in his/her CV that he/she has a level of French proficiency, at least B1 CEFR or comparable. Native French speakers are automatically considered as meeting the C2 proficiency standard. If the expert is a native French 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>French</td><td> B1 - The expert can describe experiences, events, ambitions, and briefly explain opinions and plans. Can take part in conversations spontaneously, also about abstract or specialists' topics. - The expert can understand texts on familiar topics from work, school, or leisure and write simple, coherent texts on personal interests. </td></tr> </tbody> </table> The expert must demonstrate in his/her CV that he/she has a level of English proficiency, at least C1 CEFR or comparable. Native English speakers are automatically considered as meeting this C2 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 expresses oneself fluently, spontaneously and precisely on all sorts of topics, including specialised ones. - The expert understands almost all kinds of texts, and uses the language effectively in professional context, both written and orally. - The expert can give professional presentations on a very proficient level on specialised topics. </td></tr> </tbody> </table>	Language	Minimum required CEFR level	French	B1 - The expert can describe experiences, events, ambitions, and briefly explain opinions and plans. Can take part in conversations spontaneously, also about abstract or specialists' topics. - The expert can understand texts on familiar topics from work, school, or leisure and write simple, coherent texts on personal interests.	Language	Minimum required CEFR level	English	C1 - The expert expresses oneself fluently, spontaneously and precisely on all sorts of topics, including specialised ones. - The expert understands almost all kinds of texts, and uses the language effectively in professional context, both written and orally. - The expert can give professional presentations on a very proficient level on specialised topics.
Language	Minimum required CEFR level								
French	B1 - The expert can describe experiences, events, ambitions, and briefly explain opinions and plans. Can take part in conversations spontaneously, also about abstract or specialists' topics. - The expert can understand texts on familiar topics from work, school, or leisure and write simple, coherent texts on personal interests.								
Language	Minimum required CEFR level								
English	C1 - The expert expresses oneself fluently, spontaneously and precisely on all sorts of topics, including specialised ones. - The expert understands almost all kinds of texts, and uses the language effectively in professional context, both written and orally. - The expert can give professional presentations on a very proficient level on specialised topics.								

		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 an National expert for gender equality, women's economic empowerment and female upward mobility in the IT sector in Senegal (role 2)

3.3.1	At least three (3) years of experience in women's empowerment and upward mobility in the private sector in Senegal in the last ten (10) years.								
3.3.2	Proven experience with relationship management and stakeholder engagement, fostering and facilitating multi-stakeholder processes in two (2) projects over the last ten (10) years.								
3.3.3	Proven professional network in the IT sector in Senegal both in the public and private sector.								
3.3.4	Proven ability to advise and train SMEs on integrating and implementing -inclusive interventions in their company in two (2) projects in the last ten (10) years.								
3.3.5	The expert is able to be on location in Dakar within 2 hours.								
3.3.6	The expert must have proven experience in collaborating effectively within remote and international cross-disciplinary teams. The expert must be a team player who can cooperate in diverse team structures (information sharing, conflict solving).								
3.3.7	The expert is experienced in project Implementation & logistics management in at least two (2) international projects in Senegal or another LMIC.								
3.3.8	The expert must have proficiency in both French and English to ensure effective communication with national and international stakeholders. The expert must demonstrate in his/her CV that he/she has a level of French proficiency, at least C1 CEFR or comparable. Native French speakers are automatically considered as meeting this C2 proficiency standard. If the expert is a native French 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>French</td><td> C1 - The expert expresses oneself fluently, spontaneously and precisely on all sorts of topics, including specialised ones. - The expert understands with ease all kinds of texts, and uses the language effectively in professional context, both written and orally. - The expert can give professional presentations on a very proficient level on specialised topics. - 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> The expert must demonstrate in his/her CV that he/she has a 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</td></tr> </tbody> </table>	Language	Minimum required CEFR level	French	C1 - The expert expresses oneself fluently, spontaneously and precisely on all sorts of topics, including specialised ones. - The expert understands with ease all kinds of texts, and uses the language effectively in professional context, both written and orally. - The expert can give professional presentations on a very proficient level on specialised topics. - 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.	Language	Minimum required CEFR level	English	B2
Language	Minimum required CEFR level								
French	C1 - The expert expresses oneself fluently, spontaneously and precisely on all sorts of topics, including specialised ones. - The expert understands with ease all kinds of texts, and uses the language effectively in professional context, both written and orally. - The expert can give professional presentations on a very proficient level on specialised topics. - 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.								
Language	Minimum required CEFR level								
English	B2								

		• The expert understands the main ideas of complex texts. • The expert can take part in conversations spontaneously, also about abstract or specialists topics. • The expert can write intermediate texts on specialised topics for professional use in emails and power point presentations. • The expert can give intermediate presentations (orally) on specialised topics.	
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3.4 Requirements relating to the prices/rates

3.4.1	The Tenderer will provide the rate in EURO (€) applicable to this assignment by filling in the appendix entitled 'Prices and rates' (Annex 07).
3.4.2	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 3.4.5 and 3.4.6.
3.4.3	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 applicable to role 1 is €750,-. • Role 2: The maximum daily rate applicable to role 2 is €400,-.
3.4.4	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.
3.4.5	In case the expert is not based in Senegal, you may, when carrying out assignments in Senegal, 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.
3.4.6	If the expert is based in Senegal, 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.
3.4.7	The agreed rates are fixed and invariable for the duration of the Framework Agreement.
3.4.8	The Tenderer will not submit any zero or negative prices/rates.
3.4.9	The Tenderer will charge retrospectively based on actual costs and specify daily rates.

3.5 Tax-related requirements

3.5.1	The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (<i>Belastingdienst</i>) or other tax authorities.
3.5.2	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.
3.5.3	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.
3.5.4	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.
3.5.5	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.
3.5.6	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).
3.5.7	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
3.5.8	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.
3.5.9	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.

3.6 Invoicing requirements

3.6.1	Contractor will invoice based on the fixed daily rate and in line with further specifications in the Further Agreement.
3.6.2	The payment schedule will be agreed upon in the Further Agreement.
3.6.3	Invoices must include a summary of the actual days worked in accordance with the applicable rates.
3.6.4	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.
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3.7 Travel policy requirements

3.7.1	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.
3.7.2	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 (see also section 3.4.5) 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.
3.7.3	Only economy class flight tickets will be reimbursed (any other class of service is not eligible for reimbursement).

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: International strategic gender expert

1. The Tenderer has experience to **design, guide, and oversee the strategic integration of gender aspects** across all project components including into the SME level.
2. The Tenderer has experience to **supervise, coach and lead** a national expert to ensure effective implementation of gender-related activities in the project.

Core competences role 2: National expert for gender equality, women's economic empowerment and female upward mobility in the IT sector in Senegal

1. **Project Implementation & Logistics Management:** The Tenderer has hands-on experience in coordinating workshops, meetings, and logistical arrangements for smooth execution of activities in Senegal.
2. The Tenderer has experience to **advise and train SMEs** on integrating and implementing gender inclusive interventions in their company.

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).

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

4.3.3 Professional/trade register extract

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

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

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

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**maximum six 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 5.3.3. The Tenderer must score a minimum of 48 out of 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 48 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 price/rates.

2. Assessment of the price (daily rate) with a maximum of **10 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 two (2) 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.

Please note: A team proposal must consist of two (2) individuals, each assigned to one of the two 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 three (3) 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 the sub-award criteria, this information will not be considered 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	25
5.3.2 Innovative pilots, upscaling and securing best practises	25
5.3.3 Plan of Action for team collaboration and secured knowledge transfer	30
5.4.1 Daily rate role 1: international gender expert	10
5.4.2 Daily rate role 2: national gender expert	10
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 two experts for implementing assignments under the Contract. This should include the 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 and 3.3. The response must demonstrate how the team collectively fulfils the assignment requirements, ensuring effective collaboration, knowledge sharing, and adaptability. 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 6: '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 assignments under the Contract. 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> The completed Annex 6 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 two (2) CVs.</u>	25

Each CV should not exceed three (3) pages A4. Be aware: if you use more than three (3) A4 pages, the exceeding pages will not be taken into account for the assessment. Assessment basis The assessment will be based on at least the following aspects, as demonstrated in Annex 6 and the CV's: 1. Team quality and expertise • The extent to which the Tenderer has provided a clear and complete description of the two team members, their roles, and relevant experience and how you will use these experiences for this assignment. • The extent to which the proposed team has the experience to perform assignments in line with requirements outlined in Sections 3.2 and 3.3. 2. Collective suitability and collaboration on strategic level • The extent to which the proposal demonstrates effective collaboration, knowledge sharing, and adaptability within the team; • 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 10 points for component 1. Team quality and expertise; • a maximum of 10 points for component 2. Collective suitability and collaboration; • a maximum of 5 points for component 3. Contingency plan. In total, the Tenderer can score a maximum of 25 points for this award criterion.	
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5.3.2 Innovative pilots, upscaling and securing best practises

Assessment aspects	Maximum points available
The project is looking at innovative pilots to bring sustainable growth and at the same time women's empowerment and upward mobility in SMEs in the IT sector in Senegal. Based upon the outcomes and its best practices these pilots need to be upscaled for a broader group of SMEs and secured by service providers. The Tenderer shall submit a Plan of Action that: • Is based on two (2) concrete examples or experiences from Low- and Middle-Income Countries (LMICs) which includes a description how you will use these experiences on the approach for this assignment. • Demonstrates clear applicability to SMEs in the IT sector, including relevance for the IT outsourcing sector in Senegal. The following components should be included in the Plan of Action: <u>1. Pilots (maximum of 10 points)</u> The Tenderer shall describe two (2) innovative pilots or best practices, including: • A clear description of each pilot or best practice implemented in an LMIC;	25

• The objectives, target group(s), and key activities of each pilot; • The manner in which each pilot addresses: ◦ Gender inclusion; and ◦ Upward mobility of women within SMEs; • An explanation of the relevance and transferability of each pilot to SMEs in the IT outsourcing sector in Senegal; • A concrete approach how the Tenderer would design, implement and manage similar pilots in the Senegalese context. Assessment basis: The assessment will be based on at least the following components: - The relevance and quality of the two selected pilots or best practices for the IT sector in Senegal; - The extent to which the pilots demonstrably contribute to gender inclusion and upward female mobility; - The feasibility and coherence of the proposed approach. <u>2. Upscaling (maximum of 10 points)</u> The Tenderer shall present two (2) distinct proposals for upscaling the pilots or best practices, including: • The strategy and methodology for scaling each pilot to a larger group of SMEs; • Key stakeholders involved and their respective roles; • Required resources and enabling conditions; • Risks and mitigation measures; • Expected outcomes and impact at scale. Assessment basis: The assessment will be based on at least the following components: - The robustness and innovation of the upscaling approaches; - The feasibility and sustainability of the proposed scaling strategies; - The extent to which the proposals demonstrate potential for broader sectoral impact. <u>3. Securing within Service Providers (maximum of 5 points)</u> The Tenderer shall provide a clear approach for embedding the pilots and best practices within the service portfolio of one or more service providers (including BSOs), including: • The approach for transferring knowledge, tools and methodologies; • Capacity-building and support mechanisms for service providers; • Measures to ensure long-term ownership, , and continuity. Assessment basis: The assessment will be based on at least the following components: - The clarity and practicality of the handover strategy; - The likelihood that best practices will be sustainably institutionalized within service providers. Your response must be written in Verdana, minimum font size 9, or in another font of comparable readability, and shall not exceed five (5) A4 pages. Be aware: if you use more than five (5) A4 pages, the exceeding pages will not be taken into account for the assessment. The Tenderer can achieve a maximum score of 25 points, allocated as follows: • a maximum of 10 points for component 1. Pilots; • a maximum of 10 points for component 2. Upscaling; • a maximum of 5 points for component 3. Securing within service providers.	
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5.3.3 Plan of Action for team collaboration and secured knowledge transfer

Assessment aspects	Maximum points available
The project seeks to delegate as many activities and responsibilities to the local Senegalese level as possible. Therefore, the role of the international expert is mainly strategic with the aim to capacitate the national expert. The international expert remains a source of advice, support and guidance in the background throughout the project in order to secure the quality of the interventions on the ground. The lead expert is to disseminate, transfer and ensure its knowledge and expertise regarding gender sensitive systemic change and women's economic empowerment to the national expert. The national expert is responsible for the implementation of the plan of action and activities of the project in Senegal. The aim of the transfer of knowledge is to shift greater responsibilities via the Further Agreements of the Contract towards the national expert while the international expert gradually takes a backseat role. The international expert remains in charge of strategic planning and oversight and remains the single point of contact throughout the full length of the Contract. The Tenderer is requested to provide a Plan of Action pertaining to the project for this award criterion, which must include the following components: <u>1. Coaching and Capacity Transfer Plan</u> The Tenderer shall provide a detailed coaching and capacity transfer plan, including at least: • Clear objectives for coaching and knowledge transfer related to: ◦ Gender-sensitive systemic change; and ◦ Women's economic empowerment; • The proposed coaching strategies, tools and methodologies; • A realistic and coherent time schedule for coaching and 'on the job' capacity-building activities; • The respective roles and responsibilities of the international and national experts during each phase of the project. <u>2. Decision Framework for Delegation and Handover</u> The Tenderer shall describe a decision framework that explains: • The criteria and indicators on the basis of which responsibilities will be delegated from the international expert to the national expert; • How progress in capacity development will be assessed and validated; • How decisions regarding increased responsibility and autonomy of the national expert will be formally agreed within the Contract. <u>3. Operational communication strategy between the two (2) experts</u> The Tenderer shall outline a realistic and adequate operational communication strategy, including: • The way regular communication and coordination, including reporting, will take place between the two experts; • The timeline and conditions under which this communication strategy will occur; • Measures to ensure continuity, quality assurance, and risk control during the whole project. <u>4. Proposed Approach, Monitoring, Risk Analysis and Mitigation</u>	30

The Tenderer shall describe: The overall approach to the implementation of the Plan of Action; • How project insights, results and learning will be: ◦ Monitored; ◦ Evaluated; and ◦ Adapted throughout implementation; • A risk analysis identifying three (3) principal risks related to the Plan of Action, including: ◦ A description of each risk; and ◦ Corresponding mitigation measures to address and reduce these risks. Assessment basis: The assessment of the Plan of Action will be based on at least the following components: - The quality, clarity and coherence of the coaching and capacity transfer plan; - The robustness and transparency of the proposed decision framework for delegation and handover; - The realism and adequacy of the communication strategy between the two (2) experts; - The soundness of the proposed approach to monitoring, evaluation and adaptive management; - The relevance and feasibility of the identified risks and mitigation strategies. Your response must be written in Verdana, minimum font size 9, or in another font of comparable readability, and shall not exceed five (5) A4 pages. Please note: any pages exceeding these limits will not be considered in the assessment. The Tenderer can score a maximum of 30 points for this award criterion.	
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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: international strategic gender expert

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

Daily rate	Awarded Points
> € 750	Exclusion from the tender process
€ 741 up to and including € 750	0
€ 731 up to and including € 740	1
€ 721 up to and including € 730	2
€ 711 up to and including € 720	3
€ 701 up to and including € 710	4
€ 691 up to and including € 700	5
€ 681 up to and including € 690	6
€ 671 up to and including € 680	7
€ 661 up to and including € 670	8
€ 651 up to and including € 660	9
€ 650 and <€650	10

5.5.2 Daily rate role 2: National expert for gender equality, women's economic empowerment and female upward mobility in the IT sector in Senegal

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	1
€ 371 up to and including € 380	2
€ 361 up to and including € 370	3
€ 351 up to and including € 360	4
€ 341 up to and including € 350	5
€ 331 up to and including € 340	6
€ 321 up to and including € 330	7
€ 311 up to and including € 320	8
€ 301 up to and including € 310	9
€ 300 and <€300	10

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 and/or the Standby Agreement to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the award criterion 5.3.3 "*Plan of Action for team collaboration and secured knowledge transfer*". In the event that the highest scoring Tenderers also achieve an equal score for this award criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.4.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl 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 section 5.3.1, 5.3.2 and 5.3.3: • 5.3.1 Proposed team, qualifications, collaboration, and contingency planning <i>Provide two (2) CVs + the completed Annex 06 "Proposed team, collaboration, qualifications, and contingency planning"</i> • 5.3.2 Innovative pilots, upscaling and securing best practises • 5.3.3 Plan of Action for team collaboration and secured knowledge transfer	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 including the General Government Terms and Conditions, Standby Agreement, Data processing Agreement and the Further Agreement 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 Agreement

Annex 04: ARVODI-2018

Annex 05: Complaints procedure

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

Annex 07: Daily rates