



Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of expertise for Bangladesh Circular Apparel & Textile

Publication date:	22 April 2026
Status:	Final
Reference:	202601017

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Definition of terms

Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement, the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.
Daily rate/price	Daily rate/ price should be understood as the rate/price for 8 hours of work.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
IUC-EZK/LVVN	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate (EZK) – 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>)
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its appendices.
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 and Climate, who concludes the Contract with the Contractor on behalf of the Tendering Authority.

Specific terminology and abbreviations

BGMEA	Bangladesh Garment Manufacturers and Exporters Association
BKMEA	Bangladesh Knitwear Manufacturers and Exporters Association
BAE	Bangladesh Apparel Exchange
CEFR	Common European Framework of Reference for Languages
CSR	Corporate Social Responsibility
EPB	Export Promotion Bureau
RMG	Ready Made Garment
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 for a CBI project to promote circular / sustainable business practices in Bangladesh's apparel & textiles sector. For this project we are looking for the following types of consultants:

1. Sector Expert for sustainable ecosystem development, business coaching and market development.
2. Institutional System Change expert for sustainable ecosystem development.
3. Expert for local project implementation and coordination.

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

1.1 Tendering Authority and IUC-EZK/LVVN

This tendering process is being conducted on the instructions of CBI, part of the Netherlands Enterprise Agency (RVO) of the Ministry of Economic Affairs and Climate. IUC-EZK/LVVN (procurement office) will act as process manager during this tendering process.

1.2 CBI Introduction

CBI is part of the Netherlands Enterprise Agency and is commissioned by the Ministry of Foreign Affairs of the Netherlands.

CBI stands for transforming trade together. CBI is the centre for the promotion of sustainable production and trade between low- and middle-income countries and the Netherlands/Europe. We partner with small and medium-sized enterprises (SMEs) and their ecosystem to strengthen their social and environmental sustainability. CBI was established by the Ministry in 1971 with the goal of increasing prosperity in developing countries by assisting local SMEs in developing their exports to the European market.

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

1.3 Reason for this invitation to tender

CBI is implementing a project in Bangladesh's apparel & textiles sector to contribute to the achievement of the following long-term vision:

- SME Ready Made Garment (RMG) producers in Bangladesh are well-established on high-value EU markets requiring environmental sustainability and circularity
- High-value NL/EU buyers requiring environmental sustainability and circularity are aware of and use sourcing opportunities from Bangladeshi SMEs
- Service providers for the RMG SME segment in Bangladesh offer valuable services in a financially sustainable way, enabling SMEs to be successful in sustainable production and export
- The Bangladeshi government sees and fosters the potential of the SME segment

The main objective of the project is to scale SME front-runner success regarding entering high-value EU markets requiring sustainability and circularity to a group of second movers, creating traction in the SME segment towards sustainability and circularity in Bangladesh's apparel and textiles sector.

Background information

The apparel sector is one of the most polluting industries in the world. Bangladesh is the world's second producer of RMG. Large Bangladeshi RMG manufacturers producing for large international clients are environmentally (and socially) compliant by taking sustainable and circular production actions. Bangladeshi RMG SMEs, on the other hand, lag behind in adopting circular / sustainable business practices leading to pressure on existing resources (energy, water, raw materials), high Greenhouse Gas emissions and pollution of the natural environment.

Bangladesh has positioned itself and is internationally considered as a low price-high volume producer. EU importers require high minimum sustainability standards to meet increasing EU CSR legislation. In order to stay competitive in the low-price market, Bangladesh focuses on increasing economies of scale and efficiency (Minimum Order Quantities (MOQs) increase). Bigger Bangladeshi companies, that have the resources, invest in vertical integration and in certifications that prove social and environmental compliance. EU importers that require higher volumes prefer to do business with these large Bangladeshi companies. At the same time, EU importers requiring lower quantities and higher sustainability levels prefer to buy from countries like Portugal instead of Bangladesh. One of the results is that the gap between big companies and SMEs in Bangladesh becomes bigger, as the big companies meet EU sustainability requirements and are the preferred suppliers. This leads to a vicious circle: SMEs in Bangladesh have difficulties (investing in and) meeting EU sustainability requirements, and EU importers are reluctant to do business with them. SMEs do not invest sufficiently in sustainability levels, and lack of sustainability in production leads to pressure on existing resources (energy, water, raw materials), high Greenhouse Gas emissions and pollution of the natural environment and has a negative effect on business profitability.

There is a group of around 10 RMG SMEs in Bangladesh that managed to enter more high-value EU markets by investing in sustainability and circularity (so-called front-runners). The core of this project is scaling the best practices of these SME front-runners on penetrating higher end sustainability requiring RMG markets in the EU to a larger group of Bangladeshi SMEs. The project will work with an exit strategy from the start, which aims to plan a structured and sustainable withdrawal from the project after completion, while maintaining and anchoring the achieved results in the local context.

CBI can encourage front-runners to share their best practices by providing them with targeted support that strengthens their position in high-value markets. At the same time CBI, in collaboration with the sector associations, can take the lead in raising awareness of high-value EU market opportunities for SMEs. In the project CBI can play a facilitating role in setting up an ecosystem of service providers that supports SMEs (second movers) following in the footsteps of front-runners and facilitate direct linkages with buyers in the Dutch and wider EU markets. Together with ecosystem actors, CBI can establish a structure to develop and implement a branding strategy that highlights Bangladeshi SMEs' sustainable and circular apparel offer.

The project will have an EU-focus as a solid EU market pull is needed to offer Bangladeshi RMG SMEs opportunities and incentives to change. However, within this EU market approach, the project will pay special attention to opportunities for and with Dutch parties. The Dutch interest can be promoted in various fields:

- *Combi-track Circular Textiles of the Royal Netherlands Embassy in Dhaka*
 - o This project aligns as much as possible with the objectives and activities of the RVO Combi-Track project ([Bangladesh: ontdek uw kansen in de circulaire textielsector | RVO.nl](#)). By doing so, it increases the impact and visibility of Combi-track and will contribute to the positive image in Bangladesh of the Dutch cooperation policy.
- *Dutch service providers that provide solutions for the Bangladesh apparel industry.*
 - o The combi-track focuses on the promotion and introduction of Netherlands sustainability solutions in the Bangladeshi RMG sector, for instance technology regarding traceability, clean energy and less use of water. The focus of combi-track is primarily on big companies in Bangladesh. The CBI project will focus more on SMEs and will investigate the usability of the solutions for the SME sector.
- *Dutch importers of apparel*
 - o A special focus will be on targeting and supporting Dutch SME importers that are looking for sustainable and cost-efficient supply-options.

1.4 Time schedule

The schedule below applies to this tendering process.

22 April 2026	Issuing of publication, start of tendering period.
7 May 2026, 10:00 am CEST	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the draft Contract (including the general terms and conditions) and/or proposals for textual amendments to the Contract (including the general terms and conditions).
21 May 2026	Issuing of Memorandum of Information
8 June 2026, 10:00 am CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 24 up to and including week 28	Assessment of Tenders.
16 July 2026	Announcement of the award of the Contract.
16 August 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
16 August 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.
1 September 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

The main objective of the project is to scale SME front-runner success regarding entering high-value EU markets requiring sustainability and circularity to a group of second movers, creating traction in the SME segment towards sustainability and circularity in Bangladesh's apparel & textiles sector.

- **Envisaged system change/vision:**
 - SME Ready Made Garment (RMG) producers in Bangladesh are well-established on high-value EU markets requiring environmental sustainability and circularity
 - High-value NL/EU buyers requiring environmental sustainability and circularity are aware of and use sourcing opportunities from Bangladeshi SMEs
 - Service providers for the RMG SME segment in Bangladesh offer valuable services in a financially sustainable way, enabling SMEs to be successful in sustainable production and export
 - The Bangladeshi government sees and fosters the potential of the SME segment
- **Project impact/ambition:**
 - A group of front-runners improves their position on the EU market
 - A group of second movers follows the example of the first movers
 - Services are visible and accessible to current and future second movers
 - The Bangladeshi SME offer for high-value EU markets requiring environmental sustainability and circularity is visible to NL/EU buyers

The project is structured around three solution pathways.

Pathway 1 focusses on leveraging front-runners that already managed to enter more high-value EU markets by investing in sustainability and circularity. The objective is to try to get (part of) these SMEs to lead by example and show second movers that it can be done to enter those high-value markets and what is needed to become successful.

A pre-condition for this strategy to be successful is that the front-runners have an interest in sharing their success stories with second movers. There must be something in it for them. This can be personal satisfaction from supporting sustainability/circularity in the sector, out of personal convictions that sustainability in business is good for the world. However, to make a stronger case, the project will focus on the following strategies (which will also be used in comparable ways in working with the second movers):

- Enhance front-runners' status / position in the chain locally
 - Sector-wide praise for front-runners
 - Recognition as a member of the front-runner group.
 - Press-coverage, social media
 - Sustainability awards
 - Selecting SME owners that play an active role in trade associations (and thus feel "obliged" to look further than their own company interest).
- Provide business support that improves the position/profitability of front-runners' companies
 - Branding on EU market
 - Linkages with NL/EU buyers
 - B2B Matchmaking
 - Fair/International event participation
 - Digital marketing
 - Export marketing and management capacity building where needed.
 - E.g. digital marketing training
 - Support to introduce sustainability/circularity innovations.
 - To bring their already existing sustainability profile one step further. E.g. CO2 reduction, use of alternative sustainable raw materials.

The project will use its two current front-runner partners to recruit and select the larger group of front-runners. Once established, the front-runners will be supported directly, as a group and individually, by the project in strengthening their position on high-value EU markets requiring sustainability and circularity. First step will be to jointly assess what opportunities are there to strengthen their position and what should be done to be able to seize these opportunities. Based on that assessment, the project will intervene directly giving support to the front-runners in reaching their goals. We expect that this support, together with the positive visibility in the sector, will increase the willingness to share their knowledge with second movers. On the one hand because of "gratitude/feeling obliged", but also because this will bring them to a "next level" of professionalism and networks making them see upcoming second movers less as competitors, if this was the case anyhow.

Pathway 2 focusses on capacitating second movers to follow the best practices presented by the front-runners, so that they have the capacity and resources to replicate the innovation and have access to the necessary know-how. This will be done by creating continuous awareness of opportunities and corresponding requirements of higher value EU markets. In this pathway 2 the approach will be much more based on indirect delivery of support to SMEs. The aim of this pathway is the establishment of an ecosystem of local service providers that is visible and accessible for SMEs that can continue the scaling process.

There is a larger group of around 50 RMG SMEs that could be potential second movers. This group will be recruited and selected for the project by using contacts and insights of the front-runners, associations, donor projects, etc. How big this group finally will be will become clear during the Inception phase.

For second movers to follow the best practices presented by the front-runners, the following conditions apply:

- The success of front-runners is visible to second movers, and second movers attribute the innovations' success to front-runners. Project ensures this happens by:
 - Creating/using a platform with outreach to SMEs, in collaboration with front-runners, BGMEA, BKMEA, BAE.
 - Set up an outreach taskforce. Communicate via messages to members, social media posts, press involvement, newsletters, physical events
 - Compile best practices detailing investments needed, results achieved/expected
 - Involve NL/EU SME oriented buyers to testify (needs, requirements, preferences, success stories)
- Second movers have the capacity and resources to replicate the innovation and have access to the necessary know-how. Project ensures this happens by:
 - Creating awareness and understanding of key success factors needed by SMEs to enter the higher NL/EU SME buyer segment that focuses on increased sustainability.
 - Make a needs assessment and intervention prioritization with individual second movers regarding sustainable business development.
 - Organize service provision
 - Leverage the broader market system: collaborating with a broad range of service providers (supporters and influencers).
 - Provide coaching and training, preferably indirectly by using local parties.
 - E.g. on sustainability reporting, CO2 reduction, waste (water) management, and digital marketing.
 - Link second movers to the right service providers
 - Support service providers to be able (and willing) to deliver the required services.
 - Investigate ability and willingness to pay in the market for the services (broader than the RMG SMEs alone).
 - Link second movers to potential NL/EU buyers, that are interested in forging partnership with a Bangladeshi supplier.

Pathway 3 will focus on sector branding by bringing stakeholders together to change the EU perception of Bangladesh as a high volume - low cost only supplying country. The project will support a sector branding campaign with focus on SME importers in the EU that are searching for a combination of high sustainability levels, low MOQ's and competitive prices.

Bangladesh has historically positioned itself as a low cost-high volume-commodity producer and is currently seen as such in international markets. To defend their market position against low-cost competitors like Vietnam and Cambodia among others, the sector focuses on increasing economies of scale and efficiency. Smaller EU importers are not aware of the opportunities that Bangladesh has to offer to those requiring certain sustainability levels and flexible order quantities. This makes that opportunities in Bangladesh for smaller EU importers are not seized.

Steps in this intervention are:

- Bring stakeholders together in branding trajectory
 - o Assess EU market requirements, assess Bangladesh's USPs, develop the strategy, develop the message, slogans and visuals, establish minimum requirements to be met by companies, etc.
 - o Develop a funding model for the branding campaign
- Use front-runner best practices to show the opportunities of Bangladesh
- Branding is a joint sector and an individual company action. Train companies in:
 - o Sustainability reporting
 - o Digital marketing
 - o Sales & negotiation skills aligned with EU expectations

The core of this project is scaling best practices of SME front-runners on penetrating higher end sustainability requiring RMG markets in the EU to a larger group of Bangladeshi SMEs. The project will work with an exit strategy from the start, which aims to plan a structured and sustainable withdrawal from the project after completion, while maintaining and anchoring the achieved results in the local context.

Inception phase

During the inception phase, the project will carry out research and assumption testing to gather insights that will shape the execution phase.

Implementation phase

The insights and feedback collected during the inception phase will be used to inform and refine the project's strategies and intervention pathways to better meet the specific needs of the sector and its stakeholders. The execution phase will be shaped based on the information collected and the insights obtained during the inception phase. The inception phase serves to obtain the necessary deeper insights to further validate the long-term outcome objectives, and to define the intervention strategies that will best enable the project to achieve those objectives. After the inception phase, the findings will be included to adjust and refine the CBI project document for the implementation phase.

What expected outcomes/project elements require a specific strategy to be sustained?	What partners / types of organizations should we partner with to sustain these outcomes?	How will we prepare the partnership for exit and in what timeline?	What are the milestones/steps that you want to achieve?
Pathway 1			
Best practices sharing within the SME sector	Front-runner SMEs, Associations (BGMEA and BKMEA), BAE	Facilitate best practices dissemination platform. Make a business plan for the platform. Jointly develop an EU branding strategy for SMEs involving a range of sector stakeholders	<ul style="list-style-type: none"> • Best practices dissemination platform designed and business plan validated by associations (BGMEA/BKMEA). • At least 10–15 SMEs actively sharing and adopting practices via the platform. • Associations demonstrate capacity to manage and finance the platform independently.
Pathway 2			
A visible and accessible service ecosystem for SMEs is integrated into the market system	Local service providers, Dutch providers of circularity solutions, associations, front-runners, second movers	Collaborate a.s.a.p. actively with local service providers and ensure they can scale sustainable services for SMEs. Begin capacity building early	<ul style="list-style-type: none"> • # of providers and services available. • Early adoption by SMEs documented (case studies, uptake numbers). • Clear financial model or cost-recovery mechanism in place for service providers to sustain activities post-project.
Continuous awareness creation on opportunities and corresponding requirements of higher value EU markets	Associations, front-runners, BAE, EPB	Organise joint activities, create linkages with NL/EU buyers and NL/EU sector associations	<ul style="list-style-type: none"> • Associations and/or BAE organize periodic awareness events showcasing opportunities in high-value EU markets. • Evidence of direct SME–NL/EU buyer linkages facilitated by associations/BAE (e.g., participation in EU trade fairs, matchmakings).
Pathway 3			
The SME offer is branded in a systematic way on high-value EU markets requiring environmental sustainability and circularity	Associations, Government, BAE	Bring in best practices from other countries/sectors regarding cost-benefit analyses, branding strategies, action plans and assessment of risks and key success factors.	<ul style="list-style-type: none"> • Strategy is adopted by associations/government with an implementation plan and assigned budget. • Evidence of systematic rollout: number of SMEs applying branding guidelines, visibility of branding in EU promotion campaigns. • Associations demonstrate capacity to maintain branding activities (staffing, budgeting, external partnerships).

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. In contrast, the participatory approach puts design ownership in sector stakeholders and market players, fostering collaborative intervention ideas through workshops.

2.2 Role of the experts

CBI is looking for three (3) types of experts to work on the pathways as mentioned above.

Lot 1. Sector Expert for sustainable ecosystem development, business coaching and market development

This expert will work closely with SMEs to develop circular and sustainable business models and provide business support that improves the position/profitability of front-runners' companies (such as branding on EU market, linkages with NL/EU buyers, export marketing and management capacity building where needed). The expert will actively support the front-runners to introduce sustainability/circularity innovations and work with their supply chain to bring their already existing sustainability profile one step further and link it to EU regulations and buyer requirements (e.g. CSRDDD, Green Deal, BSCI, Digital Product Passport, Extended Producer Responsibility, sustainable design, CO2 reduction, and use of alternative sustainable raw materials). Identifying potential second movers early on is critical, ensuring their interest and needs are understood, and developing strategies for effective scaling together with local stakeholders and service providers. The expert's role is to actively support and coach the front-runner SMEs on the latest trends and developments, distribution channels, market players and legal and non-legal market requirements in the EU apparel markets, particularly when it comes to sustainability and circularity, while fostering a broader shift toward the second movers to provide indirect advice by using the developed best practices. At the same time, the expert will identify and engage with major stakeholders and key players in the apparel ecosystem to support these second movers to come to the level of the front-runners. With a scaling strategy in mind, the expert will facilitate the collection and dissemination of best practices through sector associations and other platforms to inspire adoption of the best practices by other companies in the sector together with the institutional systems change expert (lot 2) for sustainable ecosystem development and the expert for local project implementation and coordination (lot 3).

The expert for this lot will be mostly active in pathways 1 and 2. The target group for the activities to be carried out by the expert of lot 1 consists of:

- SMEs active in the apparel & textiles sector in Bangladesh
- NL and European apparel & textiles buyers
- Stakeholders who can support the shift towards a more circular sector.

One (1) to four (4) on-site visits per year are anticipated, with the exact number depending on the project's needs and any applicable constraints on international travel. The expert is expected to maximize the use of online platforms for meetings and coaching. The expert will collaborate closely with other experts contracted under this tender, as well as with any additional experts contracted outside the framework of this tender. The CBI Programme Manager will decide on intervention strategies per pathways, provide guidance for usage of CBI's tools for adaptive monitoring, will oversee the allocation of activities and strategic decisions, considering project requirements, stakeholder needs, and budget considerations.

Lot 2. Institutional System Change Expert for sustainable ecosystem development

This expert will play a key role in advancing the project's goal of fostering a sector-wide transformation in Bangladesh's apparel sector by scaling sustainable solutions for SMEs who want to enter high-level EU/NL markets. The expert will conduct research to assess why the current ecosystem does not adequately support SMEs in accessing opportunities and services needed for adopting more circular business models. A needs assessment will be conducted among SMEs for all pathways to understand their specific challenges (together with lot 1). Based on the findings, the expert will support public and private service providers in developing financially viable solutions to meet these needs (e.g. BGMEA, BAE or BKMEA). As most of these associations are focused on the

larger manufacturers in Bangladesh, it is essential to identify services and providers that can support the SMEs.

This expert will identify the institutions and service providers and what they need to be able to support second movers in the apparel and textiles sector in Bangladesh. These stakeholders will receive direct support in setting up a platform to share lessons learned in the sector to scale the impact from the front-runners and second movers. The expert will transfer knowledge on models and best practices regarding public-private driven sector development. And by communicating at different levels with various stakeholders in value chains, the stakeholders will be able to build the necessary relations for the project, both at European/NL and local level. The expert of this lot will work closely together with the experts from lot 1 and 3. At the same time, this expert will also be working together with a sector branding expert later in the project¹.

The expert in this lot will be active in pathways 1, 2 and 3. The target group for the activities to be carried out by the expert of lot 2 consists of:

- All stakeholders in the apparel & textiles sector in Bangladesh, particularly:
 - o Actors in the enabling environment
 - o (Potential) service providers
 - o Stakeholders who can support the shift towards a more socially compliant sector.

One (1) to four (4) on-site visits per year are anticipated, with the exact number depending on the project's needs and any applicable constraints on international travel. The expert is expected to maximize the use of online platforms for meetings and coaching. The expert will collaborate closely with other experts contracted under this tender, as well as with any additional experts contracted outside the framework of this tender. The CBI Programme Manager will decide on intervention strategies per pathways, provide guidance for usage of CBI's tools for adaptive monitoring, will oversee the allocation of activities and strategic decisions, considering project requirements, stakeholder needs, and budget considerations.

Lot 3. Expert for local project implementation and coordination

This expert will provide crucial support to the initiatives led by the experts from lot 1 and 2. The expert's responsibilities include project, stakeholder and logistical coordination, follow-up coaching and research support. The expert will engage with various sector stakeholders to ensure the seamless implementation of the project including providing additional support to the SMEs on business coaching, branding and market development (both front-runners as well as second movers). The expert plays a vital role in ensuring the project runs smoothly and that all stakeholders remain motivated and engaged, and that diverse team structures are cooperating together (by making sure that there is clear information sharing, and conflict solving in case this is necessary). Responsibilities include:

- Conducting essential research.
- Organizing events, including:
 - o booking of meeting rooms, event venues, catering and lodging services necessary for the execution of project activities;
 - o booking of moderation and translation for events;
 - o booking of transportation services to visit companies and other project partners.
- Moderating meetings and providing coaching on institutional as well as SME level.
- On the operational side, they will handle logistics, network coordination, and the day-to-day management of activities related to systems change.

Third-party costs, such as venue hire, catering, etc., are included within the maximum total budget for this lot.

The expert in this lot will be active in pathways 1, 2 and 3. The target group for the activities to be carried out by the expert for lot 3 consists of:

- All stakeholders in the apparel & textiles sector in Bangladesh involved in the CBI project.

¹ If applicable, this will be handled as a separate tender/contract. The aspect of branding is foreseen for this project, but it is not yet clear how or by whom this will be carried out. This will need to be clarified during the inception phase.

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

For all lots/experts:

The planning of activities across all lots 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 above for a general outline. Our 'digital-first' strategy aims to minimize environmental impact by prioritizing online interactions whenever possible. All decisions regarding activity allocation will be made by the CBI Programme Manager.

Role of the expert within the project team:

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

The expert is part of a broader team that includes both locally based and international external experts and service providers, contracted by CBI for specific project activities. The team also includes CBI staff, particularly the Programme Manager and Project Officers based in The Hague, as well as staff and experts from potential development partner organizations (such as donors).

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

2.3 Lots

The invitation to tender has been divided into three (3) lots:

1. Sector Expert for sustainable ecosystem development, business coaching and market development.
2. Institutional System Change expert for sustainable ecosystem development.
3. Expert for local project implementation and coordination.

By using a mechanism of a general framework agreement and Further Agreements for specific assignments, it is possible to plan the activities in line with the development of the project and to specify the exact scope at the moment that an expert is needed. Per lot, one framework agreement will be concluded.

Tenderers can submit a tender for multiple lots, however, the amount of lots to be awarded per tenderer is limited to one (1). The manner in which assessment and award take place is described in section 6.4.

2.4 Contract Period

The Tendering Authority intends to conclude a Contract (framework agreement) for every separate lot.

This Contract consists per lot of two phases:

- *Inception phase*: This phase will last six (6) months, from 1 September 2026 up to and including 28 February 2027, with a unilateral option for the Contracting Authority to extend the Contract by four and a half (4,5) years total for the execution phase. The Contractor will be informed in writing about the extensions of the Contract at the latest one month before the inception phase will end.
- *Execution phase*: This phase will start 1 March 2027 and last one and a half (1,5) years with the possibility of extending two (2) more times with another one and a half (1,5) years, for a total of four and a half (4,5) years (up to and including 31 August 2031).

The total duration of the Contracts is five (5) years².

Please note: the information gathered during the inception phase will be used by CBI to determine how to further shape the project and whether to proceed with the execution phase of the project. The decision to extend the contract will depend on:

- *The Contracting Authority's formal approval of the deliverables from the inception phase, which must include, at a minimum, the inception report.*
- *The Contracting Authority's satisfaction with the Contractor's performance and service delivery. This will be based on agreed deliverables and progress reviews. The Contractor will be informed of any significant shortcomings during the inception phase, if these arise, and given reasonable opportunity to address these.*
- *The Contracting Authority's positive assessment of the feasibility and practicability of the proposed approach, particularly in relation to the objectives of the Contract.*
- *The absence of unforeseen circumstances that would require the Contracting Authority to refrain from exercising its extension option.*

Conversely, the Contracting Authority is entitled to terminate the Contract per lot prematurely as soon as the maximum value (paragraph 2.5) of the Contract for that particular lot is reached, without any further compensation. Contracting Authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

2.5 Scope of the assignment

The Tendering Authority has estimated a total contract value of €1.130.000,- (including optional extension years) (exclusive of Dutch VAT and including (if applicable) all local foreign VAT, and all other costs and/or fees). The value of each lot is estimated as:

Lot	Estimated Contract value in EUR (excl. Dutch VAT and incl. all local VAT and fees)	Maximum Contract value in EUR (excl. Dutch VAT and incl. all local VAT and fees)
1. Sector Expert for sustainable ecosystem development, business coaching and market development	Inception phase: € 70.000 Implementation phase: € 330.000 Estimated total contract value: € 400.000	€ 480.000
2. Institutional System Change Expert for sustainable ecosystem development	Inception phase: € 70.000 Implementation phase: € 330.000 Estimated total contract value: € 400.000	€ 480.000
3. Expert for local project implementation and coordination.	Inception phase: € 50.000 Implementation Phase: € 280.000 Estimated total contract value: € 330.000	€ 400.000

The estimated value is 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.

As the contracts concerns framework agreements, the maximum value of the framework agreements must be included in addition to the estimated value. The maximum value is shown in the table above, and stated in the Framework Agreement in article 5.1. The maximum value

² Pursuant to Article 2.140(3) of the Public Procurement Act 2012, a framework agreement may exceed the standard duration of four years if this is duly justified and substantiated. In this case, a 5-year duration is warranted due to the specific nature of the services, regarding the overall duration of the underlying programme. The assignment requires continuity of expertise and a seamless transition between the inception and execution phases, which form a single, integrated whole. A longer duration ensures implementation efficiency, cost-effectiveness, and avoids the administrative burden of repeated tendering procedures.

constitutes solely an upper limit, to maintain sufficient flexibility during the duration of the contracts, and does not constitute a purchase obligation.

It is possible that the services specified in the contract 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 chapter includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates. Per paragraph we indicate which requirements are applicable for which lots.

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 and that you agree to the statement in Appendix 6, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 General requirements (for all lots)

- 3.1.1 **The lead expert, Single Point of Contact:** For lot 1, a maximum of three (3) experts may be proposed by Tenderer for the execution of the assignment. For lots 2 and 3, a maximum of two (2) experts may be proposed by Tenderer for the execution of the assignment. If more than one expert is proposed:
- All the experts need to individually comply with the requirements as set out in this chapter.
 - Multiple contact persons per lot are not allowed. One (1) contact point per lot is needed for the stakeholders and for the contact with CBI. If a collaboration is needed for capacity reasons, then such a collaboration is possible, provided that one single expert in person per lot will remain the contact point for all the stakeholders.
 - The Tenderer is responsible for the allocation of the work. The amount of work and the contract value specified in section 2.5 remain the same, regardless of the number of experts proposed.
- 3.1.2 **Role of Experts:** The experts comply with the roles as described in section 2.2 of this Tender Document.
- 3.1.4 **Coaching Schedule:** The coaching is done continuously throughout the year/week and not arranged via fixed days per week or per month. In principle experts should be available all year round.
- 3.1.5 **Language Requirements:** The official working language for interactions with companies, sector stakeholders, experts and CBI staff in the project is English. The reporting language during the project is also English. The lead expert for lots 1 and 2 should have a proficiency level of at least C1 as per the Common European Framework of Reference for Languages (CEFR) or comparable. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C1 CEFR. Native speakers will be considered as C2 CEFR. For lot 3 a proficiency level of at least B1 as per the CEFR is required or comparable. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to B1 CEFR.
- 3.1.6 **Digital Tools:** Each expert must have at least three (3) years of experience, in the last ten (10) years, in coaching by using distant guidance techniques like e-mail and online tools (for example GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching.
- 3.1.7 **Collaboration:** The experts in lots 1, 2 and 3 are expected to closely collaborate with each other and with third parties contracted by CBI to ensure the effective and efficient implementation of the project. During the duration of the Contract, it is therefore important that the expert(s) per lot remain the same. However, if it becomes apparent that one or more experts are not performing well or are not collaborating effectively with each other or with third parties, leading to implementation problems for the project, intervention/evaluation meetings will be convened. These meetings will be convened by the Contracting Authority once per quarter or as often as necessary to assess how the collaboration within the project is progressing. Initially, a warning will be issued if one or

more experts are not performing well or are not collaborating effectively with third parties. If the collaboration does not improve as agreed, a second (final) warning will follow. If this also does not lead to improvement or if collaboration problems persist or there are issues in the execution of a sub-assignment, the Contracting Authority will proceed to replace the relevant expert:

- If the underperforming expert belongs to a company which can propose a replacement, the company will be invited to suggest a replacement who meets the requirements and preferences for the assignment (at a minimum, the replacement should be at the same level as the expert being replaced).
- If this is not possible (either because the company does not have a suitable replacement or because the underperforming expert is an individual contractor), the remaining experts from the other two lots will be invited to propose a replacement who meets the requirements and preferences for the assignment (at a minimum, the replacement should be at the same level as the expert being replaced). If the experts are able to propose a replacement, CBI will select the best candidate. If the experts are not able to propose a replacement, the Contracting Authority is entitled to contract a third party.
- Before the replacement can be made, it must be approved by the Contracting Authority. A provision (amendment clause) will be included in the Framework Agreement stipulating that an expert may be replaced in case of poor performance or collaboration issues.

3.2 Requirements relating to lot 1: Sector Expert for sustainable ecosystem development, business coaching and market development

The expert must have:

- At least five (5) years of experience in the apparel & textiles industry in a commercial, technical, or consultancy role within the last ten (10) years.
- At least three (3) years of experience within the last ten (10) years with RMG exporters in a developing country on improving their sustainable business practices.
- Experience with applying sustainable certification trajectories such as BSCI and SEDEX.
- Production and supply chain management experience in the apparel sector. At least three (3) years of experience in the last eight (8) years.
- Experience of at least three (3) years during the last five (5) years in company coaching in the apparel sector with a focus on exporting to NL/Europe (subjects: market prospects, FOB – CMT business models, sustainable and circular business models, production process (incl. environmental, social, quality and safety standards), products, pricing, sales promotion, logistics, communication, export knowledge, market knowledge, R&D capacity, company management, finance), both on location and by using distant guidance techniques like e-mail, Zoom, Teams and webinars.
- Experience with moderating, facilitating, and conducting trainings and workshops in developing countries on export development in the apparel & textiles sector (at least five (5) trainings/workshops within the last five (5) years).
- At least three (3) years of experience with B2B marketing and promotion of apparel & textiles from developing countries to the NL/EU market within the last ten (10) years.
- At least three (3) years of experience within the last ten (10) years coaching RMG exporters in a developing country on business and export management processes.
- Experience with organizing participation at apparel trade fairs, trade missions and/or road shows. At least three (3) times during the last ten (10) years.

Important: To demonstrate that the proposed expert(s) meets the requirements, the Tenderer is required to complete and submit appendix 7 'Compliance with expert requirements'.

3.3 Requirements relating to lot 2: Institutional System Change Expert for sustainable ecosystem development

The expert must have:

- At least five (5) years of experience, within the last ten (10) years, in facilitating public-private stakeholder collaboration to achieve systemic change.
- At least three (3) years of experience, within the last ten (10) years, in providing institutional development support to sector actors in developing countries, such as sector associations and business support organisations.
- At least two (2) years of experience, within the last ten (10) years, in conducting needs assessments and research aimed at identifying opportunities and bottlenecks for systems change within a sector/sector transition process.
- At least three (3) years of experience, within the last ten (10) years, in coaching private sector service providers in developing countries on the development of new services/sustainable business models for service delivery to sector actors.
- At least three (3) years of experience, within the last ten (10) years, in applying Monitoring, Evaluation, and Learning (MEL) tools and methodologies to track project progress and inform adaptive management strategies.

Important: To demonstrate that the proposed expert(s) meets the requirements, the Tenderer is required to complete and submit appendix 7 'Compliance with expert requirements'.

3.4 Requirements relating to lot 3: Expert for local project implementation and coordination

The expert must have:

- At least three (3) years of experience in organizing logistics for companies, (semi) governmental organizations / donor projects in Bangladesh in the last five (5) years.
- Minimum of two (2) years of experience in offering research support for project development and implementation in the apparel & textiles sector.
- At least two (2) years of experience in delivering training and coaching support to stakeholders within the Bangladeshi apparel & textiles sector.
- Demonstrable experience in maintaining consistent and effective communication with multiple stakeholders to drive project goals. Tenderers should cite at least one (1) project from the past five (5) years where they successfully managed this.
- Experience in arranging and facilitating business related issues in the Bangladeshi context, as well as capabilities in logistical 'troubleshooting'. Tenderer should cite at least one (1) instance or project from the past five (5) years where they have successfully managed such tasks.

For the successful execution of the contract, it is essential that the expert is able to reach the city centre of Dhaka, Bangladesh, within a maximum total travel time of two (2) hours from their base location (door-to-door travel). If two (2) experts are proposed, both experts must comply with this maximum total travel time.

Important: To demonstrate that the proposed expert(s) meets the requirements, the Tenderer is required to complete and submit appendix 7 'Compliance with expert requirements'.

3.5 Requirements relating to the prices/rates (for all lots)

- 3.5.1 The Tenderer will provide the rate in Euro (EUR) applicable to this assignment by filling in the appendix entitled 'Prices/Rates' (Appendix 2).
- 3.5.2 The price/rates must be in euros and all inclusive. The price/rates do not include Dutch VAT and (if applicable) do include all local VAT, fees and costs. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, costs related to visa applications (except costs payable to a

- foreign Embassy for visa application), any applicable costs for e-invoicing, and local travel and accommodation expenses. "Local" is in this case the city where the expert is based.
- 3.5.3 Additional costs for subcontractors (coordination time, in a consortium or subcontracting arrangement) are not included. These costs cannot be charged to the Contracting Authority.
- 3.5.4 The maximum daily rate, excluding Dutch VAT and including (if applicable) of all local foreign VAT, and all other costs and/or fees for each expert under this Tender is as follows:
 Lot 1: 750 EUR
 Lot 2: 750 EUR
 Lot 3: 350 EUR
 These daily rates are maximum rates. If Tenderer offers a higher rate per expert, the Tender is set aside and excluded from further participation in the tendering process.
- 3.5.5 In case your company is not located in Bangladesh, you may, when carrying out assignments in Bangladesh, 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/>.
- 3.5.6 In case the expert is located in Bangladesh you can only invoice the abovementioned UN-DSA, when travelling to one of the cities of the project where the expert is NOT located in, after explicit approval of the CBI Programme Manager. The costs for travelling within your own city must be included in your daily rate.
- 3.5.7 The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
- 3.5.8 The Tenderer will charge retrospectively and specify Daily rates.
- 3.5.9 The rate is fixed for the duration of the framework agreement and cannot be indexed.

3.6 Tax-related requirements (for all lots)

- 3.6.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.6.2 The Tenderer will quote the prices according to the following structure:
 Rates excluding Dutch VAT and including (if applicable) of all local foreign VAT, and all other costs and/or fees.
- 3.6.3 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 (15) calendar days of the request to do so.
- 3.6.4 You are liable for any extra costs for Netherlands and/or 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.
- 3.6.5 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.
- 3.6.6 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.
- 3.6.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).

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.

- 3.6.8 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.
- 3.6.9 It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside The Netherlands. Contractor pays the Netherlands VAT to the Netherlands tax Authority.

3.7 Invoicing requirements (for all lots)

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

For companies established in the Netherlands

E-invoicing

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

The invoicing portal of the Dutch government

E-invoicing with your own (accounting) software package through Peppol

E-invoicing through a service provider

For companies not established in the Netherlands

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

- 3.7.3 Only invoices approved by Contracting Authority (the CBI Programme Manager) may be submitted by Contractor.

3.8 Travel policy (for all lots)

The following travel policy must be adhered to:

- 3.8.1 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.
- 3.8.2 International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice. International flight tickets and hotel costs are considered not to be included in the daily rate but are part of the total contract amount, as stated in section 2.5. As stated in 3.4.6 the costs for travelling within your own city must be included in the applicable daily rate.
- 3.8.3 Only economy class flight tickets will be reimbursed.

3.9 Changes (for all lots)

It is possible that the services specified in the Contract 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.

CBI is concerned about the safety of its staff and of its contracted experts. This means that CBI will only allow its staff and experts to travel on behalf of CBI to regions earmarked as orange (or red in case of experts) by the Netherlands governmental travel advice, with explicit permission from CBI management. In case the travel advice changes from yellow to orange when the expert is on mission, he or she will be asked to return as soon as possible.

CBI aims to reduce its environmental footprint. Therefore, it will aim to minimize air travel of staff and experts as much as possible. Guidance should be done as much as possible through digital means. Travel should only be done if this is necessary to safeguard the quality of CBI service provision. In case it is decided travel is necessary to provide the quality of service that CBI aims to and safety conditions make it impossible to travel, an alternative of digital assistance should be explored, or the mission should be postponed. The final decision on this will be made by the CBI programme manager. The Contractor, including his/her personnel, is expected to adhere to the basic rules that apply in the Netherlands or in the country(/ies) concerned (such as use of facemasks, the required distance between people, et cetera) in the execution of the assignment.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

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

The evidence consists of:

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

Please refer to <https://ec.europa.eu/tools/ecertis/#/homePage> eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

4.2.1 Independence and conflict of interest

All experts applying for this tender must act fully independently and without any conflict of interest as a representative of the Bangladesh apparel & textile sector. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in Bangladesh or importing companies, during the terms of the Contract and Further Agreement(s) that trade in services covered by this tender from developing countries covered by this tender.

Any expert under this tender should be able to act fully independently, during the terms of Contract and Further Agreement(s) under the strict requirement that no preferential advice will be given to any company or organisation which might favour the own (commercial) interests of the expert.

In case of potential risks of conflicts of interests, the Tenderer has to make these risks explicit in the Tender. In case of potential risk situations, the Tenderer needs to show that 1. such risk for a potential conflict of interest is limited, and 2. that the expert has adequate mitigation measures in place in case a potential conflict of interest might arise. The Tendering Authority decides if the explanation is sufficiently plausible and if the two elements have been adequately proven in the Tender. If that's not the case the Tendering Authority can exclude the Tenderer from participating in the tendering process.

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

The Contractor agrees to:

- immediately notify the Contracting Authority in writing of any (new) situation that could give rise to a conflict of interest;
- take appropriate measures to prevent or mitigate the conflict;
- replace experts upon request if their independence cannot be guaranteed.

4.3 Suitability Requirements

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

By signing the Appendix '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 section 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; or

- 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.

4.4 Professional/trade register extract

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

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

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

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**maximum six (6) months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

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

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

5. Award criteria and assessment

5.1 Introduction

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

For all lots, the assessment consists of 3 steps:

1. Assessment of the quality criteria. A maximum of 80 points can be obtained for your response to the 'written' award criteria as described in 5.3 (for lot 1), 5.4 (for lot 2) and 5.5 (for lot 3). The Tenderer must score a minimum of 48 out of 80 points (60%) that can be obtained on these award criteria. If these 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 prices/rates with a maximum of 20 points. If the daily rate is higher than the maximum amount mentioned for the relevant lot, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + prices) will be determined. The maximum total points that can be obtained is 100 points per lot.

The table below summarises the award criteria per lot.

Award criteria lot 1: Sector Expert for sustainable ecosystem development, business coaching and market development		Maximum points available
5.3.1	Knowledge of and experience with circular business coaching	40
5.3.2	Knowledge of and experience with EU market network	40
5.7	Daily rate	20
Total		100

Award criteria lot 2: Institutional System Change Expert for sustainable ecosystem development		Maximum points available
5.4.1	Knowledge of and experience with ecosystem development for systemic change	40
5.4.2	Knowledge of and experience with service development	40
5.7	Daily rate	20
Total		100

Award criteria lot 3: Expert for local project implementation and coordination		Maximum points available
5.5.1	Knowledge of and experience with arranging logistics in the Bangladeshi context	30
5.5.2	Knowledge of and experience with coordinating and implementing follow-up activities	30
5.5.3	Network in the apparel and textile sector in Bangladesh	20
5.7	Daily rate	20
Total		100

5.2 Submission of the award criteria

In your Tender submission be sure to:

- Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
- The roles and responsibilities in the assignment taken by the Tenderer and the other possible consortium partners or subcontractors need to be clearly motivated and described in your Tender and your answer to the questions as stated in this chapter. Please make sure to clearly mention who will be the lead expert.
- Describe the answers in your Tender for the award criteria in this chapter in order of the given 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 upload as a Word file on TenderNed.
- Please note that if you refer to website content when elaborating the 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 words specified for each award criterion.

5.3 Quality award criteria lot 1: Sector Expert for sustainable ecosystem development, business coaching and market development

5.3.1 Award criteria relating to circular business coaching

Max. no. of points available	Assessment aspects
40	<p>Provide for this award criterion the following information:</p> <ol style="list-style-type: none"> 1. Describe your approach to coaching a group of apparel & textiles exporting SMEs in Bangladesh to adopt circular business models and successfully access EU markets with sustainable requirements. 2. Identify the main obstacles you anticipate the SMEs will encounter and describe how you will support these SMEs in overcoming each obstacle. 3. Support your answer with a relevant example from your experience with circular business coaching. The example must include the context and objectives, the strategy and approach applied, your role and the results achieved. Describe the lessons learned and how these are applied to the current assignment, specifically in relation to Bangladeshi apparel and textile SMEs. <p>Assessment basis:</p> <p>You can receive a maximum of 40 points. The assessment will be as follows:</p> <ol style="list-style-type: none"> 1. For subcriterion 1: The assessment team will evaluate the completeness, clarity, feasibility, and relevance of your proposed approach. Responses should offer practical and feasible implementation methods and directly address the specific needs and context of Bangladeshi apparel & textile SMEs seeking to adopt circular business models and successfully access EU markets with sustainable requirements. (20 points)

	<p>2. For subcriterion 2: The assessment team will evaluate the completeness, clarity, feasibility, and relevance of the description of the identified obstacles as well as the appropriateness of the proposed measures to address these challenges and support the SMEs. (10 points)</p> <p>3. For subcriterion 3: The team will evaluate the relevance, applicability, and impact of the example provided, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach and lessons learned can be realistically applied to Bangladeshi apparel and textile SMEs. (10 points)</p> <p>Word limit: Your response should not exceed 1500 words in total for this award criteria. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.</p>
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5.3.2 Award criteria relating to EU market network

Max. no. of points available	Assessment aspects
40	<p>Provide for this award criterion the following information:</p> <ol style="list-style-type: none"> 1. Provide a clear description of your network in the Netherlands and various European sourcing markets for apparel and textiles, and highlight the main opportunities you identify for Bangladeshi SMEs that adopt circular and sustainable business practices. When describing your network, include the names of key companies/organisations (within the scope of this project) you have engaged with over the past five years, including the name of your main contact person. For each, specify whether the relationship is a network connection or if you have been formally assigned by them. If you have carried out an assignment, describe the objective of the assignment, the outcome achieved, the period during which it was executed, and how the outcome and/or the relationship could benefit this project. 2. Explain your strategy for engaging NL/EU buyers in the project and outline your approach for effectively connecting exporting SMEs with potential EU buyers through successful matchmaking. 3. Support your answer with a relevant example from your experience. The example must include the context and objectives, the strategy and approach applied, your role and the results achieved. Describe the lessons learned and how these are applied to the current assignment, specifically in relation to Bangladeshi apparel and textile SMEs. <p>Assessment basis:</p> <p>You can receive a maximum of 40 points. The assessment will be as follows:</p> <ol style="list-style-type: none"> 1. For subcriterion 1: The assessment team will consider the depth and relevance of the networks mentioned and how well they align with the opportunities for Bangladeshi apparel and textile SMEs that adopt circular, more sustainable business practices. (20 points)

	<p>2. For subcriterion 2: Points will be awarded based on the clarity, feasibility, and specificity of your matchmaking approach. The team will assess how your approach directly relates to successful engagement of EU buyers in the project and the successful introductions and transactions within the EU apparel and textile sourcing markets. (10 points)</p> <p>3. For subcriterion 3: The team will evaluate the relevance, applicability, and impact of the example provided, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach and lessons learned can be realistically applied to Bangladeshi apparel and textile SMEs. (10 points)</p> <p>Word limit: Your response should not exceed 1500 words in total for this award criteria. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.</p>
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5.4 Quality award criteria lot 2: Institutional System Change Expert for sustainable ecosystem development

5.4.1 Award criteria relating to expertise in ecosystem development for systemic change

Max. no. of points available	Assessment aspects
40	<p>Provide for this award criterion the following information:</p> <ol style="list-style-type: none"> 1. Explain how you would mobilize and motivate stakeholders from across the Bangladeshi apparel and textile sector to collaborate and drive the change towards a more circular and sustainable sector. Focus on strategies that encourage collaboration, commitment, and active participation among stakeholders, ensuring sustained engagement and shared responsibility for socially sustainable growth. 2. Support your answer with a relevant example from your experience with institutional development. The example must include the context and objectives, the strategy and approach applied, your role and the results achieved. Describe the lessons learned and how these are applied to the current assignment, specifically in relation to Bangladeshi apparel and textile SMEs. <p>Assessment basis:</p> <p>You can receive a maximum of 40 points. The assessment will be as follows:</p> <ol style="list-style-type: none"> 1. For subcriterion 1: The assessment team will evaluate the feasibility, clarity, and completeness of your action plan, including stakeholder engagement. (25 points) 2. For subcriterion 2: The assessment team will evaluate the relevance, applicability, and impact of the example provided, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach and lessons learned can be realistically applied to Bangladeshi apparel and textile SMEs. (15 points)

	Word limit: Your response should not exceed 1500 words in total for this award criteria. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.
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5.4.2 Award criteria relating to expertise in service development

Max. no. of points available	Assessment aspects
40	<p>Provide for this award criterion the following information:</p> <ol style="list-style-type: none"> 1. Describe three types of services that you believe SMEs in Bangladesh's apparel and textile sector will require to achieve successful exports of circular and sustainable products. Explain why each type of service is important. 2. Explain concisely your approach to coaching service providers in developing sustainable and scalable business service delivery models for SMEs in the Bangladesh's apparel and textile sector. 3. Support your answer with a relevant example from your experience with service development. The example must include the context and objectives, the strategy and approach applied, your role and the results achieved. Describe the lessons learned and how these are applied to the current assignment, specifically in relation to Bangladeshi apparel and textile SMEs. <p>Assessment basis:</p> <p>You can receive a maximum of 40 points. The assessment will be as follows:</p> <ol style="list-style-type: none"> 1. For subcriterion 1: The extent to which Tenderer's description of the three types of services is clear, relevant, specific and complete. (20 points) 2. For subcriterion 2: The extent to which the approach of Tenderer to coach service providers in developing sustainable and scalable business service delivery models for SMEs in this sector is clear, relevant, specific and complete. (10 points) 3. For subcriterion 3: The assessment team will evaluate the relevance, applicability, and impact of the example provided, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach and lessons learned can be realistically applied to Bangladeshi apparel and textile SMEs. (10 points) <p>Word limit: Your response should not exceed 1500 words in total for this award criteria. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.</p>

5.5 Quality award criteria lot 3: Expert for local project implementation and coordination

5.5.1 Award criteria relating to arranging logistics in the Bangladeshi context

Max. no. of points available	Assessment aspects
30	<p>Provide for this award criterion the following information:</p> <ol style="list-style-type: none"> 1. Describe in a concise manner what kind of arrangements you expect to have to make for this project and how you will facilitate coordination of logistics. 2. Provide an example of a situation when you successfully addressed logistical and organizational challenges for a donor organisation or multinational company in Bangladesh. Describe your approach, your role and highlight the critical factors that contributed to your success. Describe the lessons learned and how these are applied to the current assignment, specifically in relation to Bangladeshi apparel and textile SMEs. <p>Assessment basis:</p> <p>You can receive a maximum of 30 points. The assessment will be as follows:</p> <ol style="list-style-type: none"> 1. For subcriterion 1: The extent to which your description of the expected arrangements and how you will facilitate coordination of logistics is clear, relevant, specific and complete. (15 points) 2. For subcriterion 2: The assessment team will evaluate the relevance, applicability, and impact of the example provided, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach and lessons learned can be realistically applied to Bangladeshi apparel and textile SMEs. (15 points) <p>Word limit: Your response should not exceed 1500 words in total for this award criteria. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.</p>

5.5.2 Award criteria relating to coordinating and implementing follow-up activities

Max. no. of points available	Assessment aspects
30	<p>Provide for this award criterion the following information:</p> <ol style="list-style-type: none"> 1. Outline a step-by-step approach, outlining how you would utilise your expertise regarding the Bangladeshi apparel and textile sector to supplement and enhance the efforts of the lot 1 and 2 experts to achieve the project ambition of a more sustainable sector. 2. Support your answer with a relevant example from your experience with coordinating and implementing follow-up activities. The example must include the context and objectives, the strategy and approach applied, your role and the results achieved. Describe the lessons learned and how these are applied to the current assignment, specifically in relation to Bangladeshi apparel and textile SMEs.

	<p>Assessment basis:</p> <p>You can receive a maximum of 30 points. The assessment will be as follows:</p> <ol style="list-style-type: none"> For subcriterion 1: The assessment team will evaluate the feasibility, clarity, and completeness of your approach. (15 points) For subcriterion 2: The assessment team will evaluate the relevance, applicability, and impact of the example provided, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach and lessons learned can be realistically applied to Bangladeshi apparel and textile SMEs. (15 points) <p>Word limit: Your response should not exceed 1500 words in total for this award criteria. Note: if your answer exceeds this limit, the extra words will not be considered in the assessment.</p>
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5.5.3 Award criteria relating to network in the apparel and textile sector in Bangladesh

Max. no. of points available	Assessment aspects
20	<p>Provide for this award criterion the following information:</p> <ol style="list-style-type: none"> Describe your network within the apparel and textile sector in Bangladesh. List the key partners and stakeholders in the sector you have worked with in the last five years, including the name of your main contact person. For each, specify whether the relationship is a network connection or if you have been formally assigned by them. If you have carried out an assignment, describe the objective of the assignment, the outcome achieved, the period during which it was executed, and how the outcome and/or the relationship could benefit this project. Identify the main public and private sector players in the Bangladeshi apparel and textile sector and explain their interactions. Explain your approach for stakeholder engagement, outlining how you will navigate the local (power) dynamics. Support your response with a concrete example from your experience where you used your network to establish a successful link between different stakeholders. Describe the type of link, your specific role in this match, the organisations or companies involved, and the result of the connections you established. Describe the lessons learned and how these are applied to the current assignment, specifically in relation to Bangladeshi apparel and textile SMEs. <p>Assessment basis:</p> <p>You can receive a maximum of 20 points. The assessment will be as follows:</p> <ol style="list-style-type: none"> For subcriterion 1: The assessment team will evaluate the depth and relevance of the networks mentioned within the Bangladeshi apparel & textiles sector, focusing on their potential to support systems change initiatives and to create opportunities for Bangladeshi apparel and textile SMEs adopting circular, more sustainable business practices. (10 points)

	<p>2. For subcriterion 2: The assessment team will evaluate the depth and accuracy in identifying the main players within Bangladeshi apparel and textile sector, the clarity and thoroughness in explaining the interactions between these main players, the clarity and feasibility of your approach for stakeholder engagement and your approach to navigating local (power) dynamics in the apparel and textile sector. (5 points)</p> <p>3. For subcriterion 3: The assessment team will evaluate the relevance, applicability, and impact of the example provided, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach and lessons learned can be realistically applied to Bangladeshi apparel and textile SMEs. (5 points)</p> <p>Word Limit: Your response should not exceed 1500 words in total for this award criteria. Note: If your answer exceeds this limit, the extra words will not be considered in the assessment.</p>
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5.6 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	0% (exclusion from the tender process)

5.7 Assessment of preferences in relation to prices/rates

Please for this award criterion fill in Appendix 2: Prices/rates and add to TenderNed.

Lot 1: Sector Expert for sustainable ecosystem development, business coaching and market development

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

Lot 2: Institutional System Change Expert for sustainable ecosystem development

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

Lot 3: Expert for local project implementation and coordination

Daily rate	Awarded Points
> € 350	Exclusion from the tender process
€ 341 up to and including € 350	0
€ 331 up to and including € 340	2
€ 321 up to and including € 330	4
€ 311 up to and including € 320	6
€ 301 up to and including € 310	8
€ 291 up to and including € 300	10
€ 281 up to and including € 290	12
€ 271 up to and including € 280	14
€ 261 up to and including € 270	16
€ 251 up to and including € 260	18
€ 250 and < € 250	20

The maximum Daily rate for lot 1 and 2 is € 750,-. The maximum daily rate for lot 3 is € 350,-. **All Daily rates must be excluding Dutch VAT (and, if applicable, including all local VAT and all other costs and/or fees).**

Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore elimination from contention.

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 section 'Structure and content of the Tender' in chapter 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 set out in chapters 3 and 4 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 chapter 5. An assessment committee will assess the award criteria. The assessment committee consist of 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, for one lot, have an equal definitive total score, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion:

- for Lot 1: 5.3.1
- for Lot 2: 5.4.1
- for Lot 3: 5.5.1

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

Tenderers can submit a tender for all lots. However, the amount of lots to be awarded per Tenderer is limited to one (1), due to the Contracting Authority's intent to maintain independence between the lots. If a Tenderer achieves the highest score for multiple lots, the lot will be awarded based on the Tenderer's stated personal preference in the tender. The remaining lots will then be awarded to the next highest-scoring Tenderer(s). Tenderers submitting tenders for multiple lots must explicitly state their preference for the lots in their tender.

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 Tenderers. 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 again 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 and that Tenderer agrees to the statement in Appendix 6, arising from EU Regulation 2022/576 of 8 April 2022. 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 time schedule in section 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: Amy Süter, amy.suter1@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 0800-8363376 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 time schedule (see section 1.4). 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 <https://www.tenderned.nl/cms/voor-ondernemingen/aanmelden-en-inschrijven/vragen-stellen-een-aanbesteding> or [English | TenderNed](#). For each question, clearly indicate which chapter, section, article and/or page your question relates to.

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 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 take 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 and Climate (EZK). This 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' Appendix.

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](#) and [Videos: how TenderNed works | TenderNed](#).

- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.

- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl 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
<input type="checkbox"/>	Appendix 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
<input type="checkbox"/>	Award criteria	Tender, including a response to the Tendering Authority's award criteria	Add to TenderNed
<input type="checkbox"/>	Appendix 2	Prices/rates	Fill in, legally sign and add to TenderNed
<input type="checkbox"/>	Appendix 7	Compliance with expert requirements	Fill in, legally sign and add to TenderNed
<input type="checkbox"/>	Lot preference (if applicable)	Tenderers submitting tenders for multiple lots must explicitly state their preference for the lots in their tender (see section 6.4)	Add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

There are 3 ways to sign the ESPD:

1. Print, sign and scan;
2. Digitally insert an electronic (certified) signature or a scan of a pen-written signature;
3. Create and insert a certification ID online.

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 chapter 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 chapter 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

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

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

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

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).

Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

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

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

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

During the fulfilment of the contract, communication must be conducted in 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, Data processing Agreement and the corresponding General Government Terms and Conditions are included in the Appendices. The Tenderers have the opportunity to ask questions, make comments and propose substantiated 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) Contracts. Only the definitive Contracts 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

7.4.1 Further agreements within the Contract

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

Appendices

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

Appendix 1: European Single Procurement Document

Appendix 2: Prices/Rates

Appendix 3a: Draft Framework Agreement

Appendix 3b: Data processing Agreement

Appendix 4: ARVODI-2025

Appendix 5: Complaints Procedure

Appendix 6: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)

Appendix 7: Compliance with expert requirements