



## **Tender Document**

### **Invitation to tender in accordance with the European open procedure for the procurement of experts for the CBI project Benin Shea Gender.**

Publication date:	25 June 2026
Status:	final draft
Reference:	202511021

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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 and Climate, 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/LVWN	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> ), <a href="http://wetten.nl">wetten.nl</a> - <a href="#">Regeling - Aanbestedingswet 2012 - BWBR0032203</a> )
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Statement of Work	Work order to be supplied to the Framework contract holder triggering the supply of services. The Statement of work specifies the details of the tasks or services requested from the Framework contract holder.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its annexes.
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.

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure to conclude a Framework contract for Technical Expertise to support the CBI project to enhance position of women in the Shea sector of Benin.

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 Europe. We partner with small and medium-sized enterprises (hereafter: 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](http://www.cbi.eu).

## 1.3 Reason for this invitation to tender

CBI is implementing a three (3) year project in the shea sector of Benin, aimed at improving women's socio-economic position in the sector. To achieve this, the project will strengthen inclusive, market-driven business models in Benin's shea sector by partnering with export-ready industrial processors and their supplying women's cooperatives. And align with the sourcing needs of importers in the Netherlands and wider Europe, to improve women's socio-economic position through stable commercial relationships, fair sourcing, quality upgrading, and improved working conditions including access to appropriate protective equipment.

CBI wants to contract experts to provide technical support to this project. A team of four (4) experts will be contracted through a Framework agreement for the duration of three (3) year. The experts will be called upon through a Statement of Work, specifying the distinct tasks and results requested from the experts. The work will mainly take place in Parakou.

## 1.4 Time schedule

The schedule below applies to this tendering process.

24 June 2026	Issuing of publication, start of tendering period.
10 July 2026, 14:00 CET	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
24 July 2026	Issuing of Memorandum of Information
6 August 2026, 14:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
6 August 2026 up to and including 19 August 2026	Assessment of Tenders.
8 September 2026	Announcement of the award of the Contract.

29 September 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.
24 September 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
30 September 2026	Announcement of the award of the contract definitive
7 Oktober 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 objective of this assignment is to improve the social and economic position of women in the shea value chain by strengthening sustainable and inclusive sourcing relationships between exporting SMEs and women's producer groups.

This will be achieved by enhancing the capacity of selected front-runner SMEs (exporting and export-ready) to develop commercially viable sourcing models that ensure stable supply, consistent quality, and traceability, in line with the requirements of EU/NL markets.

In parallel, the action will strengthen the capacities of women's cooperatives to improve product quality, organizational performance, and compliance with market and certification standards, thereby enhancing their ability to participate effectively in higher-value markets.

Furthermore, the assignment will contribute to an improved enabling environment by fostering coordination among value chain actors and supporting dialogue on inclusive and sustainable sector development.

Prior to the implementation of this assignment, a series of market studies, assessments, and validation activities were conducted to generate insights into the Beninese shea sector and its export potential. The findings of these activities provided important background information and should be taken into consideration when designing and implementing the proposed interventions under this assignment. A summary of these studies and their key outputs is provided in Annex 9.

The *market study* analyses European demand for shea butter, identifies export opportunities for Beninese SMEs, market trends, value chain dynamics, and key barriers and opportunities for growth. The *cooperative needs assessment* examined the functioning, strengths, challenges, and support needs of women's cooperatives, including governance, partnerships, and women's decision-making power. The *gender assessment on root causes and working conditions* analysed the factors affecting women's economic position and working conditions in the shea sector, with a focus on gender inequalities and decent work. The *stakeholder mapping* provides an overview of the key actors in the shea sector, their roles, influence, and relationships. The *pilot training report* summarizes the results and lessons learned from a training programme for SMEs on market access, sales, gender, and working conditions. Finally, the *validation workshop report* captured stakeholder feedback on the findings and recommendations from the various studies and assessments, helping to inform future project interventions.

Please note that this project focuses on export opportunities in the EU, particularly the Netherlands, and not on regional or local markets.

### 2.2 Overall objective of the project

To enhance the income, working conditions, and market participation of women in the shea value chain by strengthening sustainable sourcing practices and commercial linkages between women's groups and export-ready SMEs in Benin.

The project is designed in three Pathways. These are:

#### 2.2.1 Pathway I Sustainable and Inclusive business models

Under Pathway I, the project targets front-runner SMEs in Benin's shea sector. Specifically those already exporting to European and international markets, as well as enterprises that are close to achieving export readiness. This group consists of a limited number of relatively well-established actors.

The project will support these SMEs in developing and strengthening sustainable and inclusive business models, with a particular focus on generating more equitable benefits for women at the base of the value chain. This includes targeted support to enhance export readiness in response to identified market opportunities and the needs of Dutch importers, particularly with regard to compliance with standards such as organic certification and corporate social responsibility policies, for which there is clear and growing market demand.

In parallel, the project will work with these companies to improve their sourcing relationships with project supported women's groups. This includes strengthening supply chain performance and inclusivity through improved security of supply, enhanced nut and butter quality, clearer and more transparent pricing agreements, more formalized and contract arrangements, and improved working conditions for women (such as access to appropriate protective equipment).

The project targets both raw shea nuts and high-quality processed shea butter for export to the EU and USA, with a clear preference for certified products (organic, fair trade, and food-safety certifications such as HACCP and ISO 22000 for shea butter). The gradual trend for Benin's shea sector is towards formalizing market requirements, which in the case of organic and fair trade also demand traceability and responsible sourcing practices at producer level. This, in turn, requires stronger, more structured relationships with women's groups and cooperatives, who must follow agreed quality, environmental and social standards.

The role of the larger local processors/exporters and international buyers is to deepen and professionalize these relationships with cooperatives and their networks. They are expected to support quality improvements, compliance with social and labour standards, basic price transparency and, where feasible, access to certification and related premium markets.

The key added value for the larger Beninese exporters and international buyers is that they will be supported in securing more reliable supplies of higher-quality shea, including premium certified products, thereby strengthening both their competitiveness and the overall sustainability of the shea value chain in Benin.

The project will act as a facilitator, supporting companies to identify commercially viable incentives for more inclusive sourcing, rather than directly driving supplier selection or trade relationships.

### **2.2.2 Pathway II Position of Women in the value chain**

Interventions will aim at strengthening women's cooperatives within the shea value chain. The focus will be on enhancing the professionalism and organizational capacity of these cooperatives through tailored training and coaching in areas such as governance, financial management, quality control, and leadership. Innovative approaches for (external) management and informal training should be applied that are tested and proven in countries like Ghana. Specific emphasis will be put on individual and more continuous ways of coaching (instead of more formal classroom training) as the women involved are often illiterate and also have low levels of financial literacy. Training and coaching methods will be adjusted to this – focusing on visual training materials, and intensive coaching of key individual women (frontrunners and cooperative leaders). In addition, the project will aim to facilitate improved access to appropriate and safe protective equipment by fostering linkages with suppliers and supporting the development of affordable financing solutions (see also below).

Efforts will be put in place to improve market access for women's cooperatives to the larger off-takers – these can (initially) be raw nut buyers but increasingly buyers of shea butter. The women cooperatives will receive support to meet quality and certification requirements and the project will facilitate stronger and more direct market linkages to the larger off-takers (including formalization of relationships in terms of buyer agreements).

Support activities could further focus on diversifying cooperative operations to enable year-round engagement through complementary income-generating activities such as beekeeping, tree seedling production, vegetable cultivation and possible social activities (day care/nurseries). This diversification strategy could contribute to ensuring more consistent income streams, strengthening social cohesion among members of the cooperatives, and enhance overall cooperative performance.

In addition, this pathway requires the development of a stronger, locally embedded service sector to support the women's cooperatives. Service providers should build clear business cases based on the specific needs of these cooperatives and can draw on experiences from other countries in the region. Typical services in demand include: installation and maintenance of collection and processing equipment, production of grafted seedlings, management and organizational support, and assistance with quality standards and certification. The project can facilitate the development of these business cases and provide practical training and coaching to selected service providers.

### **2.2.3 Pathway III Enabling environment**

In the enabling environment the above models can benefit from a stronger public-private dialogue that discusses and aims to address some of the policy and regulatory bottlenecks in the sector.

First, the project will tackle the insufficient structuring and coordination among value chain actors. This includes supporting the restructuring and strengthening of the interprofessional body and raising awareness among different stakeholder groups to actively participate in it. In parallel, the project will work to build trust between companies and stimulate greater collaboration across the sector. A main objective will be to support the interprofessional body's endorsement by the Beninese government as the representative of the sector. Subsequently, more structured and better organized public-private dialogue can be facilitated.

### **2.2.4 Inclusive Shea Value Chain Development and Technical Assistance in Benin**

The objective of this assignment is to support SMEs in increasing their export performance while creating fair, transparent, and long-term commercial relationships with women suppliers. Thereby contributing to both business competitiveness and inclusive value chain development.

Expert in technical, managerial and entrepreneurial coaching for SMEs on production and productivity management aligned with EU market demand:

Tendering authority wants to contract a team of four (4) experts. Each expert must fulfil a specific role as described below (i.e. role a, b, c or d). Each role can be fulfilled by only one (1) expert - roles may not be shared or combined.

The experts are:

- A) Expert in Technical Coaching for SMEs on Production and Productivity Management Aligned with EU Market Demand
- B) Expert for Local Project Coordination and Technical Coaching for SMEs
- C) Local Expert in Cooperative Development and Coaching for Women-Led Shea Cooperatives
- D) Senior Expert institutional support

A description of the role and expectations of each expert can be found below:

#### **A) Expert in Technical Coaching for SMEs on Production and Productivity Management Aligned with EU Market Demand**

##### Responsibilities

Country team coordination:

- Coordinate with other experts in the country team regarding activities to be carried out.
- Serve as the main point of contact for both CBI and the participating companies in Benin.

Tailored capacity building on technical, managerial and entrepreneurial skills:

The expert will provide coaching to SMEs in the following areas, using blended learning methods to combine on-site and digital approaches for effective knowledge transfer and practical application:

The goal of the consultancy is to strengthen the export readiness and competitiveness of shea SMEs in Benin through tailored technical assistance and business coaching. The consultancy will support companies in improving compliance with international market requirements, strengthening operational and management capacities, and enhancing sustainable business practices with women groups, with support adapted to the specific needs and maturity level of each SME to facilitate access to international buyers, and financing opportunities.

Support will be adapted to the specific needs and maturity level of each participating company. While some SMEs may already be advanced in areas such as organic certification and export compliance, others may require more foundational support to establish the systems, processes, and capacities needed to access international markets.

The coaching topics are as follows:

- Certification (organic, fair trade, and food-safety certifications such as HACCP and ISO 22000 for shea butter);
- Corporate Social Responsibility (CSR) requirements;
- Traceability and sustainability standards;
- Procurement and supplier relationship management;
- Production and cost efficiency;
- Marketing and sales (cost-price calculations and pricing strategies);
- HRM;
- Financial management;
- Access to finance (for a.o. organic certification, processing capacity and working capital for sourcing larger volumes). Ensure investments contribute to both efficiency gains and improved integration of women suppliers;
- Shea processing technologies and equipment;
- Quality management and post-harvest handling;
- Equipment selection and procurement.

Support SMEs on market access, provide targeted technical support in:

- Support export-ready SMEs (with adequate communication capacity, with English proficiency) in participating in international trade fairs;
- Facilitate B2B matchmaking between SMEs and EU and Dutch buyers;
- Support SMEs in preparing an USP (credible sourcing stories, including their engagement with women's groups);
- Provide regular market intelligence on EU/NL demand (buyer requirements related to sustainability and traceability, market trends and pricing developments);
- Organize importer seminars/webinars to position participating SMEs and highlight inclusive sourcing practices;
- Organize a buyer's mission.

On-site visits each year are anticipated, with the exact number depending on the project's needs and any applicable constraints on international travel. As a general indication, one to two on-site visits per year are foreseen for this role. The expert is expected to maximize the use of online platforms for meetings and coaching and to apply blended learning approaches to deliver modules and technical assistance in a flexible, engaging, and resource-efficient manner. The expert will collaborate closely with other expert B and C and other in this project.

**B) Expert for Local Project Coordination and Technical Coaching for SMEs**

This expert will work closely with the Expert in Technical Coaching for SMEs on Production and Productivity management (expert A).

Responsibilities

Follow-up and backstopping of technical coaching activities:

- Provide ongoing support to SMEs by following up on the coaching delivered by expert A), including topics such as productivity management, EU market preparation, staff productivity, certification readiness, and product diversification;
- Monitor SME progress on agreed action points and provide hands-on coaching to help them advance;
- Maintain regular communication with expert A) to share progress updates and identify where additional or specialized support is required.

### Local project coordination

Act as CBI's local representative in the Shea sector Benin, serving as the link between local SMEs and CBI staff and experts.

- Assist with the logistics of site visits, including scheduling meetings and arranging transportation for other experts and CBI staff when they are in Benin;
- Maintain regular communication with sector stakeholders to encourage and monitor their engagement in the project's initiatives;
- Assist with logistical details for meetings and training sessions, including agenda setting, venue selection, catering, equipment, and sending out invitations;
- Moderate stakeholder meetings as needed to facilitate effective dialogue and collaboration.

The expert is expected to be able to meet with stakeholders on location when a physical meeting is deemed necessary by the CBI Program Manager. The expected frequency of on-site visits to factories and meetings is approximately 1–2 times per month during the shea processing season, which runs from July to December. Outside the shea season, the expected frequency is approximately once per month or once every two months for in-person meetings. The expert therefore must be located no more than 100 km from Parakou. The expert will maximize the use of online platforms for meetings and coaching in between physical encounters. The expert will collaborate closely with other experts in this project.

### **C) Local Expert in Cooperative Development and Coaching for Women-Led Shea Cooperatives**

Central for this expert is strengthening of sourcing and procurement relationships between exporting SMEs and women's groups/cooperatives.

#### I. Technical support to the sourcing relations of exporting SMEs with women cooperatives:

The expert will provide direct coaching to exporting SMEs engaged in the shea sector to enhance their sourcing models, including:

- Sourcing and procurement strategies integrating women suppliers, ensuring structured and inclusive engagement with cooperatives and producer groups;
- Improved security and reliability of supply, including increased volume consistency, better coordination, and reduced seasonal volatility;
- Enhanced quality of shea nuts and/or butter, through improved handling practices, quality control systems, and stronger feedback loops with producers;
- Transparent and predictable pricing mechanisms that strengthen trust, stability, and long-term supplier relationships;
- Formalized and contractual arrangements between SMEs and women's groups/cooperatives;
- Improved working conditions, including access to appropriate protective equipment and safer processing practices.

The expert will work together with the exporting SMEs, which cooperatives focus on.

#### II. Technical support to women cooperatives:

The assignment is to strengthen the capacity of women's groups/cooperatives. A core principle of this intervention is to move away from traditional classroom-based training approaches, which have shown limited effectiveness in low-literacy contexts. Instead, the assignment will prioritize individualized, continuous coaching and mentoring, tailored to the needs, capacities, and realities of women engaged in shea collection and processing.

The expert will design, test and implement a model that:

1. Leverage and strengthen the role of exporting SMEs as active partners in cooperative development, including where SMEs deploy field agents or extension-type staff working with women cooperatives:
  - Focuses on practical, on-the-job learning, using visual tools, demonstrations, and repeated engagement rather than one-off training sessions.

2. Identifies and supports community-based coaches or facilitators (with basic education levels) who can work closely with women's groups to strengthen governance, financial management, and operational performance:
  - Builds a pathway toward financial sustainability, whereby these community-based coaches can progressively be remunerated by the cooperatives themselves, contingent on demonstrated value and improved cooperative performance.
3. Cooperative systems approach, recognizing that many women's shea groups are embedded within broader cooperative structures that may also engage in other value chains such as soy or cashew:
  - Leverage and strengthen these multi-commodity cooperative structures to improve efficiency, service delivery, and market access.

The consultant will decide together with the SMEs, Fédération Nationale des Productrices d'amandes et de beurre de Karité du Bénin (FNPB), Global Shea Alliance (GSA), Interprofession Karité Bénin (IKB) and the CBI Programme manager which models and what form to choose, in order to assure feasibility of the interventions.

Additionally, identify ***feasible complementary activities*** for the women groups to diversify activities all year round, such as:

- Beekeeping;
- Tree seedling production (nurseries);
- Vegetable cultivation (market gardening).

Assess each option in terms of:

- Technical feasibility;
- Market potential;
- Climate suitability;
- Gender and social inclusion aspects.

Align cooperative strengthening efforts with expert A) and B).

#### **D) Senior institutional support**

Responsibilities:

Expert for strengthening sector governance, value chain coordination and public-private dialogue in the Benin shea sector.

- Support the restructuring and institutional strengthening of IKB to improve representation of value chain actors (processors, traders, exporters);
- Build participation and trust among sector stakeholders to ensure a unified sector voice;
- Facilitate the process of the interprofession formal endorsement by the government of Benin as representative sector body;
- Enable structured public-private dialogue;
- Ensure discussions are evidence-based and grounded in realities of companies and women cooperatives;
- Support identification of policy windows and development of a joint sector roadmap with government stakeholders;
- Support scaling of training and coaching activities through national institutions.

The level of activity will be based on governance milestones, policy processes and stakeholder dynamics. The expert will work through a combination of in-person facilitation and remote coaching. This expert will be the contact person for all stakeholders and may not outsource his or her activities.

The expert must be available for in-person engagement when required for institutional facilitation, stakeholder alignment and public-private dialogue processes. The expert will collaborate with experts A, B and C to assure interests of SMEs, cooperatives are taken into consideration when engaging with institutional stakeholders.

The invitation to tender has not been divided into lots, because the experts are asked to set up a consortium of experts for the roles themselves.

### **2.3 Contract Period**

The Tendering Authority intends to conclude a Framework Agreement for a period of two (2) years, with a unilateral option to extend the contract up to 1 time, for a period of one 1 year. The total duration of the Contract is three (3) years. The Contracting Authority will notify the Contractor in writing of its decision to exercise an extension option no later than 30 days before the expiry of the then-current term.

Conversely, the Contracting Authority has the right to terminate the Contract prematurely as soon as the maximum value of the Framework Contract is reached, without any further compensation. The 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

### **2.4 Lots**

This tender consists of one (1) lot. By using a mechanism of a general Framework Agreement and Further Agreements for specific assignments, it is possible to plan the activities in line with the development of the project and to specify the exact scope in a Statement of Work when the expert is needed. Tendering authority will conclude one (1) Framework Agreement.

This tender is not divided into lots, because

This assignment requires an integrated approach in which the four (4) expert roles are closely interconnected and must work together intensively. Effective implementation depends on continuous coordination between technical coaching, local project coordination, cooperative development, and institutional support in order to strengthen the export readiness and competitiveness of the Beninese shea sector.

For this reason, the assignment is considered a homogenous service, a single framework agreement ensures coherence, coordination, and shared accountability within the expert team, while preventing fragmentation of responsibilities and promoting a consistent and integrated approach to achieving the project objectives.

### **2.5 Scope of the assignment**

The Tendering authority has estimated a total maximum contract value (including optional extension years) in EUR as of €950.000 (exclusive of Dutch VAT and including local foreign VAT and all other costs and fees):

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.

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 section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates. Per paragraph we indicate the requirements for each expert. Please provide cv's for each expert demonstrating they possess the requirements for each role. Cv's should not exceed 3 pages.

**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 Annex 8, 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

3.1.1 **Role of Experts:** The experts comply with the roles as described in Section 2.1 of this Tender Document.

3.1.2 **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. This does not mean that the assignment requires full-time availability. Planning of activities and tasks is subject to discussion with and approval from the CBI Programme Manager.

3.1.3 **Language Requirements:**

- **French:** A key prerequisite is that all team members speak French at a C1 level or higher (Common European Framework of Reference for Languages – CEFR or comparable). A C1 French level is needed as the consultants will work directly with companies and sector stakeholders in Benin. They should be capable of conducting all professional interactions, including high-level meetings, coaching, and training, in French. Native speakers will be considered as comparable.
- **English:** All team members must have English language proficiency at B1 level or higher (CEFR or comparable). This is necessary for effective communication with CBI and with other team members.

Please clearly state language proficiency in each cv, as well as the master of any local languages

3.1.4 **Digital Tools:** At least three (3) years of experience 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.

#### 3.2 Requirements relating to the experts

##### A) Expert in Technical Coaching for SMEs on Production and Productivity Management Aligned with EU Market Demand

1. Minimum of three (3) years of experience in business and productivity management in shea raw kernel and shea processing in sub-Saharan Africa, including experience with relevant certifications (e.g. HACCP, SMETA), within the last ten (10) years.
2. Proven expertise in production of shea butter (and/or trade in shea kernels) in small-scale processing factories in sub-Saharan Africa.
3. At least three (3) years of experience in B2B marketing and promotion of shea (butter) / natural ingredients to the EU market during the last ten (10) years.
4. Profound knowledge of regulations and buyer requirements, incl. Corporate Social Responsibility in the European natural ingredients sector.
5. Active and up-to-date network of EU buyers and agents in the shea sector, to be

used for B2B matchmaking during the project. Tenderers must list key companies or organizations the expert has actively engaged with in the last five (5) years. Minimum of three (3) years of experience in designing and delivering capacity building or technical assistance using blended learning approaches (combining on-site and digital methods) within the last five (5) years.

**B) Expert for Local Project Coordination and Technical Coaching for SMEs**

1. At least three (3) years of experience in organizing logistics and coordinating activities for international development projects or private sector support programs in Benin within the last five (5) years.
2. Proven experience working in the local context of West Africa, in or around the shea butter processing (and trade of shea kernels).
3. Minimum of two (2) years of experience providing coaching or technical support to small and medium-sized enterprises (SMEs) in the agri-processing or food sector within the last seven (7) years.
4. At least two (2) years of experience facilitating communication between local stakeholders and international project teams or donor organisations, including reporting and progress monitoring, within the last seven (7) years.
5. The expert is expected to be able to meet with stakeholders on location when a physical meeting is deemed necessary by the CBI Programme Manager. The expert therefore must be located no more than 100 km from Parakou, or willing to relocate

**C) Local Expert in Cooperative Development and Coaching for Women-Led Shea Cooperatives**

1. Minimum of seven (5) years of proven experience in strengthening, coaching, and accompanying agricultural cooperatives or producer organizations in sub-Saharan Africa within the last ten (10) years.
2. Demonstrated expertise in organizational development, governance strengthening, and operational management of women-led cooperatives, preferably in the shea sector or comparable agricultural value chains in West Africa.
3. At least five (5) years of hands-on experience in designing and implementing coaching and mentoring interventions in agriculture, including support on leadership, member engagement, financial management, collective marketing, business planning, and internal management systems.
4. Proven experience working with women's economic empowerment and gender-sensitive approaches in rural value chains, including facilitating inclusive participation, leadership development of women, and addressing barriers affecting women producers and processors.
5. Minimum of five (5) years of field-based experience in facilitating behavioral and organizational change processes within cooperatives, including practical and adaptive coaching approaches tailored to low-literacy and rural contexts.
6. Demonstrated experience in the shea sector in West Africa, including understanding of shea sourcing systems, women's processing groups, cooperative dynamics, market linkages, and sector-specific operational challenges.
7. Proven ability to provide practical, hands-on coaching and accompaniment to cooperative leaders, management committees, and members, with clear evidence of improving cooperative performance, sustainability, and member participation.
8. Minimum of three (3) years of experience in designing and delivering capacity-building activities using participatory and adult-learning methodologies, including on-site coaching, peer learning, and facilitation of group training sessions.
9. Strong understanding of local socio-cultural dynamics affecting women's cooperatives and rural producer organizations in the intervention area.
10. The expert is expected to be able to meet with cooperatives on location. The expert therefore must be located no more than 100 km from Parakou, or willing to relocate.

#### **D) Senior Institutional Expert**

1. Minimum of four (4) years of proven professional experience in institutional strengthening, stakeholder engagement, and facilitation of public-private dialogue processes in Benin within the last fifteen (15) years.
2. Demonstrated experience in the shea sector and/or agricultural value chains in Benin, including strong understanding of sector dynamics affecting SMEs, exporters, processors, traders, and women-led cooperatives. At least (5) years of experience in strengthening and facilitating interprofessional organizations, sector associations, or multi-stakeholder platforms, including governance restructuring, representation mechanisms, and coordination between public and private actors.
3. The expert is expected to be able to meet with stakeholders on location when a physical meeting is deemed necessary by the CBI Programme Manager. The expert therefore must be located no more than 100 km from Cotonou (to avoid longhold travel), or willing to relocate.
4. Proven expertise in proactively coaching and accompanying stakeholders – including SMEs, women cooperatives, sector associations, and institutional actors – to strengthen advocacy, negotiation capacity, stakeholder engagement, and participation in policy dialogue and sector reform processes. This includes identifying the right moments to raise issues with institutional stakeholders, supporting stakeholders in preparing and positioning key messages, and building alliances to influence sector policies and reforms.
5. Demonstrated experience in building trust, managing sensitive stakeholder dynamics, and achieving collective action outcomes through strategic stakeholder engagement and evidence-based facilitation approaches. The expert must have a strong network in Benin and proven ability to build relationships with key public and private stakeholders and facilitate access to relevant decision-makers.
6. Proven understanding of how decisions are made within government and sector institutions in Benin, and the ability to navigate stakeholder interests and political sensitivities to support effective dialogue and reform processes.
7. Strong professional communication and facilitation skills in French are required, including the ability to engage effectively with government institutions, private sector actors, and cooperative representatives.
8. Extensive experience working in Benin and an established network of contacts within government institutions, sector organizations, and private sector actors is considered a strong asset.
9. The expert is expected to be able to meet with stakeholders in Benin. The expert therefore must be located no more than 100 km from Parakou or Cotonou or willing to relocate.

#### **3.4 Requirements relating to the prices/rates**

- 3.4.1 The Tenderer will provide the rate in EURO applicable to this assignment by filling in the appendix entitled 'Prices/Rates' (Annex 2).
- 3.4.2 The rates must be in euros and all inclusive. 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, any applicable costs for e-invoicing, costs related to visa applications (except costs payable to a foreign Embassy for visa application), local levies, taxes and local VAT, communications costs, local meals, local travel and local accommodation expenses. "Local" is in this case the city where the expert is based.
- 3.4.3 The maximum applicable daily rates for experts proposed under this Tender are as follows. All amounts are exclusive of Dutch VAT and, where applicable, inclusive of all local foreign VAT, fees, and all other costs:
  - Expert A: The maximum daily rate applicable to expert A is €750;
  - Expert B: The maximum daily rate applicable to expert B is €400;
  - Expert C: The maximum daily rate applicable to expert C is €400;
  - Expert D: The maximum daily rate applicable to expert D is €400.
- 3.4.4 In case the expert is not located in Benin, you may, when carrying out assignments in Benin, 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/>).

- 3.4.5 In case the expert is located in Benin you can only invoice the abovementioned UN-DSA, when travelling to one of the regions/cities of the project the expert is NOT located in, after explicit approval of the Programme Manager. The costs for travelling within the expert's own city must be included in your daily rate
- 3.4.6 The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
- 3.4.7 The Tenderer will charge retrospectively based on actual costs and specify Daily rates.

### 3.5 Tax-related requirements

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.5.2 The Tenderer will quote the prices according to the following structure:
  - The amount excluding Netherlands VAT and any VAT due outside the EU;
  - The amount of Netherlands VAT due (if applicable) and the amount of any VAT due outside the EU, and;
  - The amount including Netherlands VAT (if applicable) and any VAT due outside the EU.
- 3.5.3 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 calendar days of the request to do so.
- 3.5.4 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.
- 3.5.5 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.
- 3.5.6 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.
- 3.5.7 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.
- 3.5.8 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.
- 3.5.9 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.

### **3.6 Invoicing requirements**

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

#### **For companies established in the Netherlands only**

##### 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 the following ways:

- Through the supplier portal;
- Through a service provider;
- Through Digipoort;
- Through accounting software.

For a more detailed explanation, please visit: [www.helpdesk-efactureren.nl](http://www.helpdesk-efactureren.nl).

#### **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 Travel policy**

The following travel policy must be adhered to:

- 3.7.1 CBI has the explicit policy of 'digital first' in order to reduce the environmental footprint of the project. As much as possible, coaching and training will be done from a distance via digital tools.
- 3.7.2 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. Costs of a CO2 compensation scheme per international flight ticket should be included.
- 3.7.3 Only economy class flight tickets will be reimbursed.

### **3.8 Changes**

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 Tendering Authority's expansion or contraction resulting from this, or changes to the Tendering Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Tendering 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, a second option 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 section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

### 4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

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

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

**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)

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.

**Please refer to** [https://europa.eu/youreurope/business/selling-in-eu/public-contracts/public-tendering-rules/index\\_en.htm](https://europa.eu/youreurope/business/selling-in-eu/public-contracts/public-tendering-rules/index_en.htm)

### 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 annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the

Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

#### **4.3.1 Financial and economic standing**

By signing the 'European Single Procurement Document', the Tenderer declares:

- a) That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b) That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c) That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do **not** submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

1. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
2. 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;
3. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

#### **4.3.2 Reference data (technical qualifications)**

The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

##### **Expert A - Expert in Technical Coaching of SMEs on Production and Productivity Management Aligned with EU Market Demand**

###### **Core Competence: Technical Coaching for of SMEs Aligned with EU Market Requirements**

The reference assignment must demonstrate that the expert has proven experience in providing technical coaching to SMEs in agri-business in West Africa, with a focus on production and productivity management aligned with EU market requirements and demand.

##### **Expert B - Expert for Local Project Coordination and Technical Coaching for SMEs**

###### **Core Competence: Local Project Coordination and Technical Coaching for Shea Processing SMEs in Benin**

The reference assignment must demonstrate that the expert has proven experience in local project coordination and technical coaching for SMEs active in shea processing and shea kernel trade in West Africa.

**Expert C - Local Expert in Cooperative Development and Coaching for Women-Led Shea Cooperatives**

**Core Competence: Cooperative Development and Coaching for Women-Led Shea Cooperatives in West Africa**

The reference assignment must demonstrate that the expert has proven experience in cooperative development and coaching for women-led shea cooperatives in West Africa.

**Expert D - Senior institutional support**

**Core Competences Provide institutional support**

The reference assignment must demonstrate that the expert has proven experience in strengthening sector governance, facilitating stakeholder engagement and public-private dialogue, and supporting institutional coordination or advocacy processes in agricultural value chains in West Africa.

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

1. The subject of the reference assignment must be comparable to the core competence in question.
2. The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
3. The value of each reference assignment must not be lower than € 40.000,- over a period of three years.

Annex 6 Provides a form to submit your reference assignment. You can use this to describe how you comply with the core competences described above. When submitting this reference assignment, you must ensure that:

- The reference assignment must be written in the English language.
- The name of the expert must be clearly mentioned.
- The name of the referee's company must be clearly mentioned.
- The name, position, and contact details of the referee must be clearly mentioned.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence: Annex 06 "Reference Assignments" (**Be aware: submit together with Tender**)

You may not provide more than one reference for each core competence. In addition, for each expert role, the Tenderer is required to submit one (1) client-signed reference assignment relating to the expert. Since there are four (4) expert roles in this assignment, the Tenderer must therefore submit four (4) client-signed reference assignments

**Please note: The reference(s) must be signed by the referee (the client in question).**

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

#### **4.4 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 (**max. ten 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 Section 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.

The table below summarises the award criteria:

Award criteria			Maximum points available	Knock-out
Quality	5.2.1	Award criterion – Expert A): Expert in Technical Coaching for SMEs on Production and Productivity Management Aligned with EU Market Demand	30	
	5.2.2	Award criterion – Expert B): Expert for Local Project Coordination and Technical Coaching for SMEs	15	
	5.2.3	Award criterion – Expert C): Local Expert in Cooperative Development and Coaching for Women-Led Shea Cooperatives	25	
	5.2.4	Award criterion – Expert D): Senior Expert institutional support	10	
		<b>Total quality</b>	<b>80</b>	<b>&lt;40</b>
Price	5.4	Daily rate – Expert A): Expert in Technical Coaching for SMEs on Production and Productivity Management Aligned with EU Market Demand	5	
	5.4	Daily rate – Expert B): Expert for Local Project Coordination and Technical Coaching for SMEs	5	
	5.4	Daily rate – Expert C): Local Expert in Cooperative Development and Coaching for Women-Led Shea Cooperatives	5	
	5.4	Daily rate – Expert D): Senior institutional support	5	
		<b>Total Price</b>	<b>20</b>	
		<b>Grand total</b>	<b>100</b>	

1. A maximum of 80 points can be obtained for your response to the 'written' award criteria as described in section 5.2.1 up to and including section 5.2.4. The Tenderer must score a minimum of 40 out of 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 40 points out of the 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the rice/rates.
2. Assessment of the prices/rates with a maximum of 20 points. If the Daily rate is higher than the maximum amount set for the relevant expert (see section 5.4), 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.
4. Please use a separate document for every award criterion and use the mentioned format (annex 7).
5. Please note that if you refer to website content when elaborating on the sub-award criteria, this information will not be taken into account during the assessment. We therefore emphasize that all relevant information must be included in your response, within the maximum number of pages specified for each sub-award criterion. Extra added documents will also not be taken into account during the assessment.

6. If you use AI while preparing your response, please be aware you bear full responsibility for the accuracy, completeness, and consistency of all submitted texts and documents. The tendering authority will not accept AI-generated errors, hallucination or factual inaccuracies as ground for corrections or adjustments.

## 5.2 Quality criteria

### 5.2.1 Award criteria relating to A) Expert in Technical Coaching for SMEs on Production and Productivity Management Aligned with EU Market Demand

Max. no. of points available	Assessment aspects
30	<p>The Tenderer is required to complete and upload Annex 7. In this annex, the Tenderer shall present a proposed approach for the execution of the assignment.</p> <p>The proposed approach must demonstrate a good understanding of the context, the objective of this project and expectations of the role, described under section 2.2 of this tender document.</p> <p>The proposed approach should clearly demonstrate that the expert is able to develop a thoughtful, realistic, and effective strategy for this project. In particular, the response should provide practical insights into:</p> <ul style="list-style-type: none"> <li>• Production and productivity improvement for agri-processing SMEs;</li> <li>• Export readiness and market compliance; and</li> <li>• The strengthening of sustainable sourcing relations with women’s cooperatives and producer groups in seasonal agricultural value chains.</li> </ul> <p>The proposed approach should further explain how the expert intends to contribute to:</p> <ul style="list-style-type: none"> <li>• Improving supply chain reliability;</li> <li>• Strengthening quality management and traceability systems;</li> <li>• Addressing certification requirements; and</li> <li>• Developing commercially viable sourcing arrangements between exporting SMEs and producer organizations.</li> </ul> <p><b>Instructions for submission</b></p> <p>The Tenderer’s submission in Annex 7 must be written in Verdana, minimum font size 9, or another font of comparable readability, and shall not exceed four (4) A4 pages.</p> <p>If the Tenderer’s response exceeds this limit, the additional pages will not be considered in the assessment and this may affect the total number of points awarded. Any information provided through hyperlinks to external websites will not be considered as part of the assessment.</p> <p><b>Assessment basis</b></p> <p>The submission will be assessed on the following aspects:</p>

	<ul style="list-style-type: none"> <li>• The quality, coherence, and feasibility of the proposed approach for the execution of the assignment.</li> <li>• The extent to which the proposed approach demonstrates practical insights into production and productivity improvement for agri-processing SMEs.</li> <li>• The extent to which the proposed approach demonstrates a realistic understanding of export readiness, market compliance, and sustainable sourcing relations with women’s cooperatives and producer groups in seasonal agricultural value chains.</li> <li>• The extent to which the proposed approach effectively translates lessons learned and achievements from the referenced project into a suitable methodology for this assignment.</li> <li>• The extent to which the proposed approach demonstrates a thoughtful and realistic understanding of how productivity improvements can contribute to better working conditions for (seasonal female) employees.</li> </ul>
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**5.2.2 Award criteria relating to B) Expert for Local Project Coordination and Technical Coaching for SMEs**

Max. no. of points available	Assessment aspects
15	<p>The Tenderer is required to complete and upload Annex 7. In this annex, the Tenderer shall present a proposed approach for the execution of the assignment.</p> <p>The proposed approach must demonstrate a good understanding of the context, the objective of this project and expectations of the role, described under section 2.2 of this tender document.</p> <p>The proposed approach should clearly demonstrate that the expert is able to develop a realistic and effective strategy for this project. In particular, the response should provide practical insights into:</p> <ul style="list-style-type: none"> <li>• Local project coordination;</li> <li>• Stakeholder engagement; and</li> <li>• Technical coaching for SMEs in the shea sector.</li> </ul> <p>The proposed approach should further explain how the expert intends to:</p> <ul style="list-style-type: none"> <li>• Coordinate field-level activities in and around Parakou;</li> <li>• Facilitate communication and collaboration between SMEs, sector stakeholders, and international project teams;</li> <li>• Support SMEs in improving production processes, quality management, sourcing practices, certification readiness, and market readiness within the shea value chain; and</li> <li>• Contribute to productivity and sourcing improvements that promote better working conditions and more inclusive participation of women in seasonal shea activities.</li> </ul>

	<p><b>Instructions for submission</b></p> <p>The Tenderer’s submission in Annex 7 must be written in Verdana, minimum font size 9, or another font of comparable readability, and shall not exceed four (4) A4 pages.</p> <p>If the Tenderer’s response exceeds this limit, the additional pages will not be considered in the assessment and this may affect the total number of points awarded. Any information provided through hyperlinks to external websites will not be considered as part of the assessment.</p> <p><b>Assessment basis</b></p> <p>The submission will be assessed on the following aspects:</p> <ul style="list-style-type: none"> <li>• The quality, coherence, and feasibility of the proposed approach for the execution of the assignment.</li> <li>• The extent to which the proposed approach demonstrates practical insights into local project coordination, stakeholder engagement, and technical coaching for SMEs in the shea sector.</li> <li>• The extent to which the proposed approach demonstrates practical insights into production and productivity improvement for agri-processing SMEs, including sourcing practices, certification readiness, and market readiness.</li> <li>• The extent to which the proposed approach effectively translates lessons learned and achievements from the referenced project into a suitable methodology for this assignment.</li> <li>• The extent to which the proposed approach demonstrates a thoughtful and realistic understanding of how productivity and sourcing improvements can contribute to better working conditions and more inclusive participation of women in seasonal shea activities.</li> </ul>
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**5.2.3 Award criteria relating to C) Local Expert in Cooperative Development and Coaching for Women-Led Shea Cooperatives**

Max. no. of points available	Assessment aspects
25	<p>The Tenderer is required to complete and upload Annex 7. In this annex, the Tenderer shall present a proposed approach for the execution of the assignment.</p> <p>The proposed approach must demonstrate a good understanding of the context, the objective of this project and expectations of the role, described under section 2.2 of this tender document.</p> <p>The proposed approach should clearly demonstrate that the expert is able to develop a realistic and effective strategy for this project. In particular, the response should provide practical insights into:</p> <ul style="list-style-type: none"> <li>• Strengthening women-led cooperatives;</li> </ul>

	<ul style="list-style-type: none"> <li>• Improving sustainable sourcing and procurement relations between exporting SMEs and women’s groups in the shea sector; and</li> <li>• Promoting inclusive and commercially sustainable value chain development.</li> </ul> <p>The proposed approach should further explain how the expert intends to:</p> <ul style="list-style-type: none"> <li>• Strengthen cooperative development and governance;</li> <li>• Apply individualized coaching approaches in low-literacy contexts;</li> <li>• Develop inclusive sourcing models and strengthen commercial relationships between SMEs and producer groups;</li> <li>• Improve quality management, supply reliability, pricing transparency, and formalized sourcing arrangements; and</li> <li>• Enhance working conditions and market participation for women engaged in shea collection and processing.</li> </ul> <p>In addition, the proposed approach should demonstrate feasible strategies for strengthening locally embedded coaching structures and identifying complementary income-generating activities that contribute to more resilient and year-round income opportunities for women’s groups.</p> <p><b>Instructions for submission</b></p> <p>The Tenderer’s submission in Annex 7 must be written in Verdana, minimum font size 9, or another font of comparable readability, and shall not exceed four (4) A4 pages.</p> <p>If the Tenderer’s response exceeds this limit, the additional pages will not be considered in the assessment and this may affect the total number of points awarded. Any information provided through hyperlinks to external websites will not be considered as part of the assessment.</p> <p><b>Assessment basis</b></p> <p>The submission will be assessed on the following aspects:</p> <ul style="list-style-type: none"> <li>• The quality, coherence, and feasibility of the proposed approach for the execution of the assignment.</li> <li>• The extent to which the proposed approach demonstrates practical insights into cooperative development, women-centered coaching approaches, and inclusive sourcing relations in agricultural value chains.</li> <li>• The extent to which the proposed approach demonstrates practical insights into strengthening commercial relations between exporting SMEs and producer groups, including quality management, sourcing reliability, pricing transparency, and formalized procurement arrangements.</li> <li>• The extent to which the proposed approach effectively translates lessons learned and achievements from the referenced project into a suitable methodology for this assignment.</li> <li>• The extent to which the proposed approach demonstrates a thoughtful and realistic understanding of how cooperative strengthening and inclusive sourcing practices can contribute to improved income, working conditions, and market participation for women engaged in seasonal shea activities.</li> </ul>
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## 5.2.4 Award criteria relating to D) Senior Expert Institutional Support

Max. no. of points available	Assessment aspects
10	<p>The Tenderer is required to complete and upload Annex 7. In this annex, the Tenderer shall present a proposed approach for the execution of the assignment.</p> <p>The proposed approach must demonstrate a good understanding of the context, the objective of this project and expectations of the role, described under section 2.2 of this tender document.</p> <p>The proposed approach should clearly demonstrate that the expert is able to develop a thoughtful, realistic, and effective strategy for this project. In particular, the response should provide practical insights into:</p> <ul style="list-style-type: none"> <li>• Sector governance;</li> <li>• Institutional strengthening;</li> <li>• Value chain coordination; and</li> <li>• Public-private dialogue in the agro-processing sector.</li> </ul> <p>The proposed approach should further explain how the expert intends to:</p> <ul style="list-style-type: none"> <li>• Strengthen sector organizations and interprofessional bodies;</li> <li>• Facilitate stakeholder alignment and trust-building among private sector actors, cooperatives, and government stakeholders;</li> <li>• Support effective public-private dialogue and policy engagement;</li> <li>• Improve sector representation and coordination mechanisms; and</li> <li>• Contribute to the development and implementation of shared sector strategies that enhance the competitiveness and inclusiveness of the shea sector in Benin.</li> </ul> <p><b>Instructions for submission</b></p> <p>The Tenderer's submission in Annex 7 must be written in Verdana, minimum font size 9, or another font of comparable readability, and shall not exceed four (4) A4 pages.</p> <p>If the Tenderer's response exceeds this limit, the additional pages will not be considered in the assessment and this may affect the total number of points awarded. Any information provided through hyperlinks to external websites will not be considered as part of the assessment.</p> <p><b>Assessment basis</b></p> <p>The submission will be assessed on the following aspects:</p> <ul style="list-style-type: none"> <li>• The quality, coherence, and feasibility of the proposed approach for the execution of the assignment.</li> <li>• The extent to which the proposed approach demonstrates practical insights into sector governance, institutional</li> </ul>

	<p>strengthening, value chain coordination, and public–private dialogue.</p> <ul style="list-style-type: none"> <li>• The extent to which the proposed approach effectively translates lessons learned and achievements from the referenced project into a suitable methodology for this assignment.</li> <li>• The extent to which the proposed approach demonstrates a thoughtful and realistic understanding of how improved sector coordination and institutional strengthening can contribute to a more inclusive and competitive shea sector in Benin.</li> </ul>
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### 5.3 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)

### 5.4 Assessment of preferences in relation to prices/rates

Please for this award criterion fill in annex 2: Daily Rates and add to TenderNed.

When proposing an **expert for Role A) in Technical Coaching for SMEs on Production and Productivity Management Aligned with EU Market Demand**, the maximum daily rate is €750, excluding Dutch VAT and including local foreign VAT and all other fees and costs. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

Daily rate	Awarded Points
> € 750	<b>Exclusion from the tender process</b>
€ 741 up to and including € 750	0
€ 731 up to and including € 740	0,5
€ 721 up to and including € 730	1
€ 711 up to and including € 720	1,5
€ 701 up to and including € 710	2
€ 691 up to and including € 700	2,5
€ 681 up to and including € 690	3

€ 671 up to and including € 680	3,5
€ 661 up to and including € 670	4
€ 651 up to and including € 660	4,5
€ 650 and < € 650	5

When proposing an **expert for Role B, C and D (Local Project Coordination and Technical Coaching for SMEs, Local Expert in Cooperative Development and Coaching for Women-Led Shea Cooperatives and Senior Institutional Expert)**, the maximum daily rate is €400, excluding Dutch VAT and including local foreign VAT and all other fees and costs. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

Daily rate	Awarded Points
> € 400	<b><u>Exclusion from the tender process</u></b>
€ 385 up to and including € 370	0,5
€ 370 up to and including € 355	1
€ 355 up to and including € 340	1,5
€ 340 up to and including € 325	2
€ 325 up to and including € 310	2,5
€ 310 up to and including € 295	3
€ 295 up to and including € 280	3,5
€ 280 up to and including € 265	4
€ 265 up to and including € 250	4,5
≤€ 250	5

## 6. Assessment of the Tender

### 6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

### 6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment section 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 Section 5. An assessment committee will assess the award criteria. The assessment committee consist of at least 3 expert assessors. First, the assessors will assess your written responses on the qualitative award criteria individually. Hereafter the assessment committee will determine a final score by consensus per award criterion, during a plenary meeting.

### **6.4 Determination of definitive total score**

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion 5.2.1 The approach

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

### **6.5 Assessment of evidence**

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

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

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

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

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

## 7. Submission procedure for Tenders

### 7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period and that Tenderer agrees to the statement in Annex ..., 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 schedule in Section 2 "Time Schedule".

### 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](http://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](http://www.tenderned.nl)), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): [Accountteam01@rvo.nl](mailto:Accountteam01@rvo.nl) and Joost van Valen in CC: [joost.vanvalen@rvo.nl](mailto:joost.vanvalen@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](mailto:servicedesk@tenderned.nl). You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

Interested bidders are strongly encouraged to register on TenderNed as soon as possible. Registration is free of charge and does not mean you have to submit a proposal.

#### 7.3.2 eHerkenning

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

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

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

### **7.3.3 Questions and additional information/changes**

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

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

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

### **Submitting a question to the Tendering Authority**

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

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

### **Answers from the Tendering Authority**

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

### **7.3.4 Validity period and submission of Tender**

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

### **7.3.5 Variants on Tender**

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

### **7.3.6 Costs of submitting a Tender**

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

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

### **7.3.7 Termination of tendering process**

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

### **7.3.8 Order of precedence of documents**

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

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

### **7.3.9 Information about the Tenderer's obligations**

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

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

- Information on taxes: the Dutch Tax and Customs Administration: ([www.belastingdienst.nl](http://www.belastingdienst.nl)).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: ([www.rijksoverheid.nl](http://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). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.
- [Suppliers guide Information Security and Privacy EZK](#)

### **7.3.11 Inconsistencies and objections**

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

### **7.3.12 Complaints procedure**

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

### **7.3.13 Dispute resolution**

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee ([www.commissievanaanbestedingsexperts.nl](http://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' (1.3).

- 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
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	Daily Rates	Add to TenderNed
Annex 6	Reference assignments (paragraph 4.3.2), one (1) for each expert role.  Use separate documents for each reference:  1x Annex 6 Expert role A; 1x Annex 6 Expert role B; 1x Annex 6 Expert role C; 1x Annex 6 Expert role D.	Fill in, signed by Referee and add to TenderNed
Annex 7	Award criteria.  Use separate documents for each award criterion:  1x Annex 7 'Proposed approach' as part of award criterion 5.2.1 1x Annex 7 'Proposed approach' as part of award criterion 5.2.2 1x Annex 7 'Proposed approach' as part of award criterion 5.2.3 1x Annex 7 'Proposed approach' as part of award criterion 5.2.4	Complete, fill in and add to TenderNed.

\* See Subsection 7.3.16 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:

- a. 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.
- b. All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- c. Every member of the consortium, for their part, must provide the evidence requested for the Tender.

#### *Submitting a tender as a principal contractor together with subcontractors*

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor *does* rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

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

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

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

### **7.3.18 Single Tender**

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

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

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

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

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

### **7.3.20 Communication and language**

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

The Tender must be submitted in English.  
Additional documents (such as informational materials etc.) can also be provided in English.

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 annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

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

### **7.3.23 Explanation and verification of the Tender**

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

### **7.3.24 Request for supplementary information concerning the Tender**

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

### **7.3.25 Announcement of the award of the Contract**

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

#### *Standstill period*

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 15 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.

### **7.3.26 Use of AI (Including generative AI)**

AI is defined as: artificial intelligence, including generative AI (text, image and code generation).

The use of AI in the preparation of (parts of) the Tender is permitted. The Tenderer remains fully responsible for the content, accuracy and timely submission; errors, omissions or factually incorrect AI output are at the Tenderer's own expense and risk. The Tenderer shall not input any tender-related and/or business-confidential information and/or personal data into AI systems (including cloud services), unless this is lawful and appropriate legal and technical safeguards have been put in place.

The Tenderer shall ensure human review and validation prior to submission and compliance with the applicable obligations under the AI Act (Regulation (EU) 2024/1689).

Upon request, the Tenderer shall provide a verifiable explanation of the use of AI (tool/version, purpose/application and checks carried out), insofar as this can reasonably be expected of the Tenderer, and shall specify which parts of the Tender have been produced using AI. The Tenderer guarantees that the Tender does not infringe the rights of third parties and indemnifies the Contracting Authority against any claims in this regard.

## **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.

The scope of the further agreements will be determined based on an annual Workplan and milestones set for the year. Based on this a workpackage will be defined and level of effort of each expert is determined.

## **Annexes**

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

- Annex 1: European Single Procurement Document
- Annex 2: Daily Rates
- Annex 3: Draft Framework Agreement
- Annex 3a: Data processing Agreement
- Annex 4: ARVODI-2025
- Annex 5: Complaints Procedure
- Annex 6: References
- Annex 7: Award Criteria
- Annex 8: Statement on sanctions Russia
- Annex 9: Studies, assessments and validation activities