



Tender Document

Invitation to tender in accordance with the European open procedure for the execution of services for CBI Market Intelligence Studies

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Definition of terms

Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement, the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
IUC-EZK/LVVN	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)

Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its 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, who concludes the Contract with the Contractor on behalf of the Tendering Authority.

Specific terminology and abbreviations

CBI	Department of the Netherlands Enterprise Agency (RVO).
EFTA-countries	Members of the European Free Trade Agreement: Iceland, Liechtenstein, Norway and Switzerland.
EU27	27 member states of the European Union.
SME	Small and Medium-sized Enterprise. In developing countries, the main target audience of CBI's Market Intelligence.
TOR	Terms of Reference. Describing the assignment, outlining all requirements that must be fulfilled.
LMIC	Low- and Middle-Income Country.
ODA	Official Development Assistance.
DAC	Development Assistance Committee.
OECD	Organisation for Economic Co-operation and Development.
HS	Harmonized System, HS code. International nomenclature for the classification of products.
ITO	Information Technology Outsourcing.
BPO	Business Process Outsourcing.
Total Reference Price	Summation of Prices offered by Tenderer for each product relative to an estimation of number of products produced over four years of the Framework contract.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the delivery of Market Intelligence Studies for different sectors. This concerns writing and presenting market research studies about the European market in the following sectors:

1. Coffee and Cocoa
2. Fresh Fruit and Vegetables
3. Processed Fruit and Vegetables and Edible Nuts
4. Natural Ingredients (for cosmetics/health products/food additives)
5. Spices and Herbs
6. Grains, Pulses and Oilseeds
7. Apparel
8. Home Decoration/Home Textiles
9. IT/BP Outsourcing
10. Tourism

The Tender is divided into 10 lots, according to these sectors. Tenderers can register for a maximum of 3 lots (as a main contractor and/or consortium partner and/or subcontractor). Each tenderer can be awarded a maximum of 3 lots. For more information, see section 2.2.

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. IUC-EZK/LVVN (procurement office) will act as process manager during this tendering process.

1.2 CBI Introduction

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

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

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

1.3 Reason for this invitation to tender

An important service CBI offers to SMEs in low- and middle-income countries is Market Intelligence about the European market for its focus sectors.

The CBI market studies are intended to help SMEs in low- and middle-income countries better understand the European market including the demand, trends and requirements, so they can successfully export their goods and services to the Dutch/European market. The market studies are published on the CBI website and are free of charge. Besides the market studies, CBI Market Intelligence publishes news items and organises webinars on subjects regarding trade in the CBI focus sectors.

For research in all these sectors (see introduction above) CBI seeks qualified market researchers with a wide network in the specific sector and with broad knowledge of the sector and appropriate research and writing skills. The selected Contractor will be awarded a Framework contract, under which annual work packages will be awarded. Please refer to section 7.4 for further information on the procedure for the Further Agreement.

1.4 Time schedule

The schedule below applies to this tendering process.

10 July 2026	Issuing of publication, start of tendering period.
5 August 2026, 10:00 AM CEST	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).
19 August 2026	Issuing of Memorandum of Information.
16 September 2026, 10:00 AM CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 38 – week 45	Assessment of Tenders.
23 November 2026	Announcement of the award of the Contract.
7 December 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
15 December 2026	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
1 January 2027	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.

2. Description of assignment

2.1 Description and objective of the assignment

The information below provides a detailed overview of the context, the deliverables, lots, contract period, and scope of the assignment. It is suggested to first read the information below to gain a thorough understanding of the assignment and then check whether you meet the requirements to this assignment and requirements concerning the tenderer in chapters 3 and 4, before writing your proposal.

The Tender itself must be written following the instructions in chapter 5 (award criteria). There is also a checklist available in section 7.3.15 that details the steps that need to be taken to successfully submit your tender proposal.

2.1.1 Context

CBI commissions Market Intelligence for several reasons:

- One of the main constraints for SMEs from low-and middle-income countries seeking to export to Europe is a lack of good quality market information. CBI aims to remove this constraint with its Market Intelligence.
- CBI uses Market Intelligence for making choices in project development and strategy.
- CBI's Market Intelligence platform has a high awareness and reputation in the business and attracts potential partner organisations, project participants, importers, and experts to work with us in (export coaching) projects as well.

CBI's Market Intelligence focuses on:

- Sectors in low-and middle-income countries with high potential for export to the European Union market (EU27). The frontrunner's role that Europe has on quality, food-safety (for agricultural products) and sustainability is an important motivation to keep a strong focus on this market in our studies.
- Products and services from the 23+ [CBI focus countries](#) that show high potential for export to Europe, and specifically to the Netherlands (including niche products for which limited information is available) and with a positive local impact on sustainability and inclusiveness. Not just offering data / information but offering intelligence, i.e. data / information interpreted in terms of opportunities for SME exporters from low-and middle-income countries and translated into practical tips.
- Making this information available for free, in an easily accessible and visually attractive way.

CBI's Market Intelligence is primarily written for SMEs from low-and middle-income countries. In CBI's definition, SMEs are companies with 25 up to 500 employees. Low-and middle-income countries are those that are on the [OECD DAC List of ODA Recipients](#). CBI primarily targets the so called Least Developed Countries and the Lower Middle-Income Countries. See the Terms of Reference (ToR) CBI Market Studies in Appendix 9 for more information regarding this target group. For more information on CBI's Market Intelligence, please visit www.cbi.eu/market-information.

2.1.2 The assignment

The CBI Market Intelligence assignment includes the delivery of market studies and other related deliverables.

All deliverables follow the CBI format and must meet the requirements as described in the ToR CBI Market Studies which can be found in Appendix 9.

This ToR describes:

- a) Context
- b) Assignment (deliverables)
- c) Per deliverable:
 - o Learning goal
 - o Content
 - o Structure
 - o Visualisation
- d) Criteria for the assignment
- e) Working process

Every year, when providing the Request for Quotation for the Further Agreements, CBI will make the most recent ToR available through the extranet / collaboration platform of the Netherlands Enterprise Agency (RVO) (see 3.1 requirements relating to working according to ToR).

In the following table, a summary is given of the different types of studies with their central research questions and the key content of the studies.

Nr.	Deliverable	Learning goal of the study	Content (of the study)
(1)	Market Statistics and Outlook	What is the demand for [sector] on the European market?	Provides key insights into the EU27 market -and separately the Dutch market- for the sector based primarily on statistical analysis. This includes insights on: • what makes the EU/the Netherlands an interesting market for the sector; • which EU country markets offer most opportunities; • which products (or services) from low-and middle-income countries have most potential on the EU market.
(2)	Trends	Which trends offers opportunities or pose a threat on the European [sector] market?	Analysis of the 8-10 major trends on the EU27 market for the sector (based primarily on qualitative information from Dutch importers). Particular attention is given to the most important sustainability aspects of this sector and what the transition to a new market looks like.
(3-a)	Product Factsheets (Market Potential Part)	What are the opportunities on the European [product] market?	Provides key insights into the EU27 market – and separately the Dutch market- for a specific product or product group in the sector, including insights on: • what makes the EU/the Netherlands an interesting market for the product or service; • which EU countries offer most opportunities; • which trends offer most opportunities.
(3-b)	Product Factsheet (Market Entry Part)	How to enter the European [product] market?	Provides key insights into the EU27 market for a specific product or product group in the sector, including insights on: • what requirements the product must comply with; • what additional requirements have Dutch buyers/importers/retailers • the competition the target group faces on the EU market for the product; • the channels through which the product ends up on the market; • the prices given for the product.

Nr.	Deliverable	Learning goal of the study	Content (of the study)
(4-a)	Country Factsheets (Market Potential Part)	What are the opportunities on the [EU country] market(s) for [sector]	Provides key insights into the EU27 market for a specific country in the sector, including insights on: • what makes (country) an interesting market for the sector; • which products (or services) from low- and middle-income countries have most potential in the country; • which trends offer most opportunities.
(4-b)	Country Factsheet (Market Entry Part)	How to enter the [EU country] market(s)?	Provides key insights into the market of a specific country(s) in the sector, including insights on: • what are specific country requirements products and services must comply with; • the competition the target group faces in the country; • the channels through which the product ends up in the country; • the prices given for the product in the country market.
(5)	Buyer Requirements	What requirements must products (or services) comply with to be allowed on the European [sector] market?	Analysis of the requirements faced by the target group when trying to get their product(s) or services on the EU27 market (in the specific sector) and how to deal with them. Focus on: • mandatory requirements (legal and non-legal); • additional requirements and certifications buyers ask for, specifically for Dutch buyers; • niche market requirements.
(6)	Tips on how to find European Buyers	How to find European [sector] buyers?	6-10 practical tips for the target group on how they can find European/Dutch buyers (in the specific sector) for their product(s) or services (e.g. finding online lists of European buyers, opportunities to meet buyers e.g. on trade fairs and tips on where to advertise to attract buyers).
(7)	Tips on how to do Business with European Buyers	How to build a successful relationship with European [sector] buyers?	6-10 practical tips for the target group on building and improving relationships with European and specific Dutch buyers (in the specific sector) and gaining a competitive edge.
(8)	Tips on how to organise your Exports to Europe	How to get your product (or services) on the European [sector] market?	6-10 practical tips for the target group on how they can practically get their product(s) or services on the European market (in the specific sector). Topics include e.g. laboratory testing, transportation, documentation, packaging, insurance, customs and payment.
(9)	Tips on how to use digital tools in [sector]	How to use digital tools and benefit the most from digital tools and innovation in [sector]?	6-10 practical tips for the target group on what types of digitalisation and innovation take place in their sector; which new technologies play a role and can offer SMEs growth opportunities; which e-commerce platforms are important or will become important in the future (if the sector requires it); the role of big data and data collection; the channels that make it possible to source these digital technologies; the use of Artificial Intelligence that can offer SMEs opportunities for growth

Nr.	Deliverable	Learning goal of the study	Content (of the study)
			(in terms of quantity/scale, quality improvement, branding/marketing, buyers/customers approach); the most promising AI tools in the sector and how to get the most out of them.
(10)	CBI Tips to go green	How to make your business greener (more environmental friendly) and benefit the most from applying ecological sustainability in [sector]?	6-10 practical tips for the target group on what types of activities they can undertake to make their businesses more environmentally friendly. Focus on: • which products have less/more ecological footprint? • which new technologies play a role and can offer SMEs growth opportunities; • which new business models exist, and; • what possibilities are there to find funding or to find partners in becoming a more environmentally friendly exporter?
(11)	CBI Tips to become a socially responsible exporter	How to make your business socially sustainable and benefit from such a policy?	6-10 practical tips for the target group on how they can organise their business in the specific sector in a socially sustainable way, which makes you more attractive for the EU27 market and comply with the main social certification standards. Topics include e.g. living wage, gender equality, and health and safety at work.
(12)	Webinar		A 1.5 hour online live presentation of the sector's market study findings, most often hosted by CBI on GoToWebinar (or alternative software), and as part of a wider team of speakers. For an overview of past online events, check out the past events on the CBI website and the Webinar recordings on CBI's YouTube channel .

The assignment is either to conduct a **new study** or to **update an existing study**. Updates may include updating a study created earlier by the same author, or updating a study created previously by another author. More information about the difference between new studies and updates can be found in the ToR Market Studies (Appendix 9).

CBI studies are based on primary and secondary research. Particularly important are statistical analysis of trade data and interviews with European/Dutch buyers.

2.1.3 Estimated number of deliverables

To be able to estimate Contractor's level of effort for the annual work package, an estimate of the total deliverables per contract year is provided.

Please find the estimation of the total number of deliverables to be expected, for the total duration of the Contract, in Appendix 2 Prices.

Please note that this estimate of number of studies is only an indication, aimed at informing and supporting Tenderers to develop a competitive Tender. No rights can be derived from this information. The number and type of deliverables may vary throughout the duration of the Contract.

2.2 Lots

This tender is divided into 10 lots. The Contracting Authority seeks to award one (1) Framework Contract per lot. The lots are defined as per CBI's focus sectors. The maximum value per Framework Contract is listed in the table below:

Lot (sector)	Estimated contract value* (4 years)	Maximum total contract value* (4 years)
1. Coffee and Cocoa	€ 425,000	€ 500,000
2. Fresh Fruit and Vegetables	€ 500,000	€ 600,000
3. Processed Fruit and Vegetables and Edible nuts	€ 450,000	€ 525,000
4. Natural Ingredients (for cosmetics/health products/food additives)	€ 325,000	€ 375,000
5. Spices and Herbs	€ 375,000	€ 450,000
6. Grains, Pulses and Oilseeds	€ 325,000	€ 375,000
7. Apparel	€ 375,000	€ 450,000
8. Home Decoration/Home Textiles	€ 300,000	€ 375,000
9. IT Outsourcing /Business Process Outsourcing	€ 250,000	€ 300,000
10. Tourism	€ 250,000	€ 325,000
<i>* excluding Dutch VAT and including (if applicable) all local foreign VAT, and all other costs and/or fees.</i>		
No rights can be derived from this listing.		

CBI wants to avoid dependence on a small number of Contractors, therefore the number of lots to be awarded per Tenderer is limited to three (3). Tenderers can submit a Tender to a maximum of three (3) lots. This limitation applies to applicants in any capacity (as main contractor, consortium partner, and/or subcontractor).

Please note: if you submit a Tender to more than three (3) lots, all of your Tenders will be put aside and excluded from the tendering process.

Lots will be awarded to the Tenderer with the Most Economically Advantageous Tender. The manner in which assessment and award take place is described in chapter 6. Please refer to Appendix 8 for a further description of each lot.

Please refer to section 7.3.17 about submitting your tender in collaboration with subcontractor(s). Please note the principal (main) Contractor is fully liable for the fulfilment of the services in the annual further agreements. The principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

Whether submitting a Tender alone or in collaboration, Tenderers can be awarded a maximum of three (3) Framework Agreements.

2.3 Contract Period

The Contracting Authority intends to conclude a Framework Agreement per lot, for a period of four (4) years, consisting of an initial duration of two (2) years and unilateral option for the Contracting Authority to extend the contract twice by a maximum of one (1) year each.

If the maximum value of a lot is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Framework Agreement relating to that specific lot and will not call for any Further Agreements under that Framework Agreement. However, any Further Agreements that have already been issued, must be completed.

2.4 Scope of the assignment

The Tendering Authority has set the maximum total contract value (for all lots in total, including optional extension years) of EUR 4,275,000.- (exclusive of Dutch VAT and including, if applicable, all local foreign VAT, and all other costs and/or fees). Please refer to table in section 2.2 above for the maximum value per lot.

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 chapter includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates. All of the requirements are applicable for all lots.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period and that you agree to the statement in Appendix 7, 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. 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 Requirements relating to working according to the Terms of Reference

- 3.1.1 The Contractor must always work according to the Terms of Reference (ToR) of the CBI Market Studies (Appendix 9).
- 3.1.2 The Contractor accepts that the ToR is subject to minor changes and will be flexible in this regard and will accept minor changes deemed necessary in the ToR.

3.2 Requirements relating to conducting research

- 3.2.1 The Contractor must conduct in-depth primary and secondary market research to answer the research questions. Primary research includes interviews with European/Dutch buyers, industry associations, sector experts, certification bodies, SME exporters and producer groups in low- and middle-income countries, etc. Other forms of primary research are for example trade fair visits and focus groups. Secondary market research concerns desk research of statistical trade data, industry reports, legal texts, websites of companies, authorities, sector associations and certification bodies, etc.
- 3.2.2 Per new study, a minimum of three (3) interviews must be conducted. Per update study, a minimum of two (2) interviews must be conducted. An interview can be used for more than one study in the batch, if the subjects of these studies are part of the script /the interview. The interview must contain questions that are intended to address the Terms of Reference of the specific study. For each batch, new interviews must be carried out.
- 3.2.3 The Tenderer must share their interview planning, notes or recordings and list of interviewees with CBI.
- 3.2.4 CBI has the right to attend some of these interviews, per each batch, and can request the possibility to do so.

3.3 Requirements concerning intellectual property

- 3.3.1 For requirements concerning intellectual property, see the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025), Appendix 4.
- 3.3.2 The Contractor must have the right to use all information, data and other work presented in the Market Intelligence products. This concerns, among others, the visuals (figures, pictures, tables, or other images) as well as any data used in the textual analysis. Image rights must be royalty free. Images and text always need to be accompanied by correct attribution or referencing.
- 3.3.3 Any claims arising from unlawful use of intellectual property shall be the Contractor's cost and risk. See the ARVODI 2025 for more information.
- 3.3.4 As the rightful owner of all intellectual property of the CBI Market Intelligence products, CBI has the right to transform and present the studies in a different format (for example: video, presentation, infographic, webinar, podcast, etc.) at any time. CBI may choose, but is not obliged, to involve the Contractor herein.

3.4 Requirements relating to the project leader

Please note: the requirements in this section must be complied with at the moment of your Tender submission. Compliance with these requirements will be verified during the assessment of the Tenders, based on the CV's (see section 5.3).

- 3.4.1 The Contractor must appoint a project leader per sector (lot) bid. The project leader is the primary contact person for CBI and all other parties involved in the research. The project leader is responsible for the delivery of all outputs in accordance with the agreed planning and Market Intelligence ToR.
- 3.4.2 The project leader must have a minimum of five (5) years of experience as a market researcher, including experience in conducting both primary and secondary research, coordinating a multidisciplinary team, and presenting research findings to clients or target groups.
- 3.4.3 The project leader must have English level C1 (CEFR) speaking and writing skills.

3.5 Requirements relating to professional experience

Please note: the requirements in this section must be complied with at the moment of your Tender submission.

The assignment is executed by a market research team. The Tenderer must safeguard that the team meets the following requirements:

- 3.5.1 Minimum required roles (team members can have more than one role) that must be included in the research team are:
 - Project leader/Team coordinator
 - Lead market researcher
 - Sector expert
- 3.5.2 The lead market researcher must have a minimum of three (3) years' experience as a market researcher.
- 3.5.3 The research team has completed at least three (3) market research assignments in the specified sector during the past four (4) years, which includes conducting interviews with relevant stakeholders such as European companies/importers, exporters in low- and middle-income countries, industry stakeholders and/or sector associations. At least one of those assignments is focused on EU market access.
- 3.5.4 The research team (as a whole) has experience within the past four (4) years with commonly used research and reporting tools, including:
 - MS Word, Excel, and PowerPoint;
 - Data analysis tools and/or databases relevant for trade and market research (such as TradeMap, Eurostat, Comtrade or UNWTO).
- 3.5.5 The research team has a minimum of two (2) completed assignments (for example in training, consulting, market research) related to sustainability, corporate social responsibility and/or digital tools/innovation in the past four (4) years.

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

- List of the five (5) assignments with: assignment title, main objective of the assignment, client, year, scope, methodology and key deliverables.
- The market research report of one of the above-mentioned assignments. This report will be treated confidentially and deleted after the Tender is awarded.

3.6 Requirements relating to network

- 3.6.1 The Tenderer must have access to and actively engage with a relevant international stakeholder network in the relevant sector which can be easily consulted during the market research and for mobilisation of CBI events (e.g. webinars, stakeholder events, etc). This

network should cover both European market stakeholders and actors in low- and middle-income countries. It should include, but is not only limited to, the following stakeholders:

- European market actors relevant to the focus sector, including European, and specifically Dutch, importers/buyers, retailers, distributors, manufacturers, sourcing agents;
- Other relevant stakeholders in the sector or value chain, such as trade associations, logistics providers, customs/compliance actors, certification bodies, sustainability/due diligence experts, scientists, and research or consultancy agencies;
- Stakeholders in low-and middle-income countries, including SME exporters, producer groups, business support organisations and export promotion agencies.

3.7 Requirement relating to Responsible use of Artificial Intelligence

3.7.1 By submitting a Tender, the Tenderer declares that:

- All outputs delivered under the Further Agreements will be reviewed and validated by named (human) experts;
- AI is used as a support tool only, not as a substitute for analysis;
- You will in any case notify the CBI Programme Manager if and how AI is used for the output.

3.8 Requirements relating to the prices/rates

- 3.8.1 The Tenderer will provide a fixed price per deliverable as part of this assignment by filling in the Appendix 2 entitled 'Prices'.
- 3.8.2 For additional work, not defined by the deliverables as mentioned in 3.6.1, the Tenderer will provide the hourly rate by filling in the form in Appendix 2 entitled 'Prices'.
- 3.8.3 The price and rates must be 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, and local travel and accommodation expenses.
- 3.8.4 The prices and rates must also include all costs for the research, including travel and accommodation, meetings or visits, yearly (online) project kick-off meetings, regular alignment and discussing the contents with CBI, processing of remarks (all feedback rounds), purchase of external sources or expertise, and any other additional costs, whether directly or indirectly attributable to the preparation and production of the required deliverables.
- 3.8.5 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.

3.9 Tax-related requirements

- 3.9.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.9.2 The Tenderer will quote the prices according to the following structure:
Rates excluding Dutch VAT and including (if applicable) of all local foreign VAT, and all other costs and/or fees.
- 3.9.3 If the Tenderer indicates that no VAT is applicable, then they agree to provide documentary proof of the grounds for this to the Contracting Authority within fifteen (15) calendar days of the request to do so.
- 3.9.4 The Tenderer is liable for any extra costs for Netherlands and/or foreign VAT due if they incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, the Tenderer is 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.

- 3.9.5 The Tenderer 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.
- 3.9.6 The Tenderer indemnifies 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.
- 3.9.7 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 their organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, the Tenderer 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.
- 3.9.8 If you, as Tenderer, 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.
- 3.9.9 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.

3.10 Invoicing requirements

- 3.10.1 The payment schedule will be agreed upon in the Further Agreement.
You must include a summary of the deliverables in accordance with the applicable rates.

For companies established in the Netherlands

E-invoicing

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

1. The invoicing portal of the Dutch government
2. E-invoicing with your own (accounting) software package through Peppol
3. E-invoicing through a service provider

For companies not established in the Netherlands

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

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

3.11 Travel policy (for all lots)

The following travel policy must be adhered to:

- 3.11.1 CBI has the explicit policy of 'digital first and local first' in order to reduce the environmental footprint of its projects. This means that the Contractor performs its activities as much as possible through digital means and/or road transport.
- 3.11.2 For distances less than 700 km, the train is used if possible.

4. Requirements concerning the Tenderer

4.1 Introduction

This chapter sets out the requirements established 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 7.3.17 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)

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

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

4.2.1 Independence and conflict of interest

All Tenderers applying for this Tender must act fully independently and without any conflict of interest as a market researcher in the sector and as Contractor of this Framework Agreement for which they submit a Tender.

In case a conflict of interest arises during the terms of the Contract and Further Agreement(s) RVO/CBI reserves the right to take adequate measures, for example replacing team members, and/or restricting the activities and/or termination of the Contract and Further Agreement(s).

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:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

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

4.3.2 Reference data (technical qualifications)

The Tendering Authority requests that the Tenderer demonstrate, on the basis of references, that it possesses the core competencies required for the performance of this Framework Agreement. These core competencies, applicable to each lot, are:

Core Competency A: Secondary research and statistical analysis of trade data

The Tenderer must, by means of a reference assignment, demonstrate experience in conducting market research in the lot of its proposal.

The reference assignment must meet all of the following requirements:

1. Research was carried out by using secondary research (desk research, compiling existing data from different sources);
2. Research was carried out using (statistical) trade data from a public source (f.e. Comtrade, Eurostat, ITC trade data);
3. Research output contained graphs based on trade data;
4. Research output was verified by a sector expert in the project team and/or by external experts (via interviews);
5. The research was carried out by a team of professionals with different roles or areas of expertise.

The total value of the reference assignment for this core competence must be at least € 25,000.-. Note that this does not need to be just one separate research, but can consist of multiple research studies conducted.

Core Competency B: Primary research and processing this into market studies

The tenderer must, by means of a reference assignment, demonstrate experience in conducting qualitative research (in-depth interviews and/or group discussions) in the lot of its proposal.

The reference assignment must meet all of the following requirements:

1. The research was carried out using primary research (at least 2 in-depth interviews and/or 1 group discussion with a minimum of 4 participants);
2. The participants for the primary research were recruited from the existing network of the Tenderer;
3. The findings from the primary research were analysed and presented in a market research report;
4. One or more of the following topics were discussed in the primary research:
 - market barriers for export or import within the sector;
 - business aspects concerning international trade from low- and middle-income markets to the European Union (or countries within EU);
 - requirements of European importers for products within the sector.

The total value of the reference assignment for this core competence must be at least € 25,000.-. Note that this does not need to be just one separate research, but can consist of multiple research studies conducted.

The Tenderer must have carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

- A clear description of the reference assignment must be given (appendix 6) so the Tendering Authority can easily verify if the description meets the core competence.
- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within three (3) 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.
- The total value of the reference assignment(s) must be at least € 25,000.-, for each core competence. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments were carried out during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

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 (**submit together with the Tender**) by using Appendix 6a and 6b Reference assignments

If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The reference(s) must be signed by the referee (the client in question).

The reference(s) must also demonstrate that they have a value of at least € 25,000,- for each core competence.

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 (**maximum six (6) months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

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

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

5. Award criteria and assessment

5.1 Introduction

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

The assessment consists of three (3) steps.

1. A maximum of 70 points can be obtained for your written response to the quality award criteria as described in section 5.3 for each lot. The Tenderer must score a minimum of 42 out of 70 points (60%) that can be obtained on these award criteria. If the award criteria are valued with a lower score than 42 points out of the 70 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the price/rates.
2. Assessment of the prices/rates with a maximum of 30 points.
3. The total score (written responses + prices) will be determined. The maximum total points that can be obtained per lot is 100 points.

The table below summarises the award criteria. For each lot, the award criteria are the same.

Award criteria			Maximum points available
Quality	5.3.1	Award criteria relating to the market research team	25
	5.3.2	Award criteria relating to the research approach	25
	5.3.3	Award criteria relating to analytical and writing skills	20
		Total quality	70
Price	5.3	Total reference price	
		Total Price	30
		Grand total	100

5.2 Preconditions

In your Tender submission ensure the following:

- The roles and responsibilities in the assignment taken by the Tenderer, its employees and the other possible consortium partners or subcontractors need to be clearly motivated and described in your Tender and -in case of consortium partners and subcontractors- must match with the ESPD (appendix 1).
- Please use a separate document for every award criterion and **upload as a Word file** on TenderNed.
- Please note that if you refer to website content when elaborating the award criteria, this information will not be considered during the assessment. We therefore emphasize that all relevant information must be included in your response, within the maximum number of words/pages specified for each award criterion.
- The maximum number of pages mentioned for each award criterium applies to the **total response**. That means: **including** title pages, headers, subheaders, images, tables, appendices, etc. Note: if your answer exceeds this limit, the extra words will be removed and will not be considered in the assessment.
- The Tender submission must be written in Verdana, minimum font size 9, or in another font of comparable readability.

5.3 Quality criteria

5.3.1 Award criteria relating to the market research team

The Tenderer shall provide a clear description of the proposed team structure, including the following:

1. An **organogram** identifying all key roles, the individuals filling those roles, and the relationships between them.
 - Minimum required roles (team members can have more than one role) that must be included are:
 - o Project leader/Team coordinator
 - o Lead market researcher
 - o Sector expert
2. **CVs** of all team members, maximum 2 A4 pages per individual (excluded from the maximum number of pages for your response), describing:
 - Professional work experience (reverse chronological order)
 - Relevant education and qualifications (reverse chronological order)
 - Key competencies or skills
 - Network in the sector (that can be used for this assignment)
 - Language proficiency
3. **Collective suitability and collaboration**: describe how the team intends to work together, including the proposed division of responsibilities, point of contact with CBI and the rationale behind the distribution of tasks among the experts.
4. **Contingency plan**: the Tenderer must describe how it will ensure service continuity and consistent quality across the total four (4) year contract period in the event of unforeseen circumstances. It must include the following elements:
 - Team coordination, role attribution and identification of back-up team members
 - Replacement procedures for new staff members: brief description of candidate selection process and introduction of new colleagues to CBI
 - Knowledge transfer within the team: guidance and training on applying the CBI Market Intelligence Terms of Reference for new market researchers, internal quality control on required content.

Max. no. of points available	Assessment aspects
25	The assessment team of Tendering authority will evaluate to what extent: • all mandatory roles and their relationships are presented and clear; • the project team is well-organised and the CV's demonstrate the required skills, experience, knowledge, and network for successful execution of the assignment; • the description of collective suitability and collaboration demonstrates a clear, logical, and feasible division of responsibilities, time allocation, and the rationale behind this distribution; • and the contingency plan's robustness in maintaining team quality, knowledge retention, and operational stability throughout the contract period, ensuring that the quality of the proposed team stays at least the same in the contract period. <i>Relevant and concrete examples that support your answer and provide evidence of network utilisation, skill alignment, knowledge preservation, and responsibility allocation, can be rewarded with more points.</i> This criterion is assessed in its entirety. Your response for this criterium must be maximum 3 pages A4 total, <u>excluding CVs</u>.

5.3.2 Award criteria relating to the research approach

1. Research Approach:

Describe your planned research approach to conduct the various types of CBI Market Intelligence studies. Include a quantification of your efforts (how many interviews, surveys, cross-references in desk-research). Give insight into your approach for new studies and updates on existing studies. Where possible refer to the steps in chapter L. Working process, from the Terms of Reference document (Appendix 9).

2. Network involvement and contribution:

CBI considers having a network within the sector crucial for validating the desk-research, filling the gaps in the research and case studies and/or best practices. Describe your network in 1) Netherlands, 2) Europe and 3) low-and middle-income countries, with as much detail as possible and how you will use it (mobilise your network) for this assignment.

3. Digital tools and innovation:

Explain if and how digital tools and innovation will be applied to collect, analyse, and present market insights efficiently and effectively, according to the principles of 'human oversight', transparency, and ethical considerations.

The goal is to demonstrate a balanced, practical approach where digital innovation (like the use of Artificial Intelligence) complements the expert judgment of the market researcher without replacing it, delivering high-quality, trustworthy market intelligence that meets CBI's research objectives.

Max. no. of points available	Assessment aspects
25	1. Assessed on the extent to which the proposed research approach leads to high-quality, validated, and up-to-date studies. This includes: • Use and relevance of research methods to improve study quality • Selection of trade data sources and justification why these are the best sources for this assignment • Approach to missing or overly broad HS codes • Use and definition of interviews to enhance quality of the studies • Integration of target group (SME exporters in LMIC) perspective into research and analysis 2. Assessed on the strength and usability of the network, including: • Relevance, number and type of contacts • Effectiveness of network mobilisation for this assignment • Demonstrable usability of network and willingness for cooperation • Plans to expand and strengthen the network for the purpose of this assignment 3. Assessed on the clarity and credibility of how digital tools are used, including: • Motivation for using (or not using) digital tools/AI • Added value for quality, efficiency, and reliability of outputs • Alignment with human oversight, transparency, and ethical standards <i>For all parts, relevant and concrete examples that support your answer can be rewarded with more points.</i> This criterion is assessed in its entirety. Your response for this criterium must be maximum 4 pages A4 total

5.3.3 Award criteria relating to analytical and writing skills

Please refer to Appendix 10 for the instruction of the writing assignment.

Max. no. of points available	Assessment aspects
20	1. The writing assignment is assessed on the extent to which your (statistical) analysis, provides reasoning and insights on: • The European market potential • The most promising markets in The European Union • Aspects that can strengthen the position of exporters from low- and middle-income countries. 2. The assessment team will also evaluate to what extent the text is written in clear, correct and understandable B1 English, contains supporting visualisation, has practical tips/recommendations and to what extent the content is specifically interesting for the CBI target group. Your response for this criterium must be maximum 1,000 words in total (for your total response, including headers, subheaders, images, graphs, tables, etc., but excluding the source list). Conduct the writing assignment <u>per lot</u>.

5.3.4 Award criteria relating to prices/rates (exclusive of VAT)

Max. no. of points available	Assessment aspects
Prices 30	See Appendix 2 Prices. Tenderer must give the fixed price of all of the 28 deliverables per sector (14 new- and 14 updated deliverables), as well as the hourly rate for additional work. It is not allowed to submit any zero or negative prices/rates. For the hourly rate, there is a maximum tariff of €125.-. If the offered hourly rate in appendix 2 Prices is higher than the maximum amount, the Tender is set aside and excluded from further participation in the tendering process. Note that the prices are fixed during the entire contract period. <u>NOTE:</u> all research methods/activities described/proposed for the research approach (5.3.2) must be part of the price/rates per study.

5.4 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The response significantly exceeded expectations and offers a great deal of added value.	100%
Very Good: The response exceeded expectations and offered some added value in places.	90%
Good: The response sufficiently met our expectations.	80%
Satisfactory: The response mostly met our expectations but lacks some important details or depth.	60%
Fair: The response did not completely meet our expectations and displays shortcomings with regard to key aspects.	40%
Poor: The response does not meet expectations and clearly displays many shortcomings.	20%
No response was provided to the question.	0%

5.5 Assessment of preferences in relation to prices/rates

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

Please note: For the hourly rate, there is a maximum tariff of € 125.-. If the offered hourly rate in appendix 2 Prices is higher than the maximum amount, the Tender is set aside and excluded from further participation in the tendering process.

Points will be awarded according to the following process:

Appendix 2 contains 10 forms (within 1 Excel document): 1 form per lot. Each form contains a provisional overview of the contents of a work package per year, i.e. an estimation of the number of products that might be requested per contract year.

Please be aware, this is an estimation of the annual work package for evaluation purposes only. No rights can be derived from this overview. Actual work packages defined annually are based on needs arising at that moment.

Tenderers will fill the yellow fields in the excel sheets only, offering their fixed prices for a new product and an update of the product.

Ensure you use the price sheet matching the lot you are registering for.

The prices offered will lead to a **Total Reference Price**.

This Total Reference Price will be assessed according to the '**weighted price per point**' method.

In this tender, the 'weighted price per point' method is used to determine the successful tenderer. The tenderer with the lowest weighted price per point has submitted the tender offering the best value for money and will be awarded the contract. For this contract, a weighting of 0.70 is assigned to quality and 0.30 to price. The following formula is then used to calculate the weighted price per point:

Total Reference Price ^a
 ----- x 100 = weighted price per point
 Quality score ^(1-a)

Where:

a = the weighting assigned to the price criterion (in this case 0.30)

The Total Reference Price follows from filling in Appendix 2, as explained above. The quality score is the total number of points you have achieved for the qualitative sub-award criteria as set out below.

Only the 'weighted price per point' achieved is rounded to two (2) decimal places.

If a Tenderer scores a total of 0 points on the qualitative sub-award criteria, this means that:

- The Tenderer is not awarded a weighted price per point;
- The Tenderer is not included in the (final) ranking;
- The Tenderer is not eligible for the contract.

Example calculation:

The table provides an example of how the formula works. In this example, three tenders have been received and a total of 70 points can be scored on the qualitative award criteria.

	Tender A	Tender B	Tender C
<i>Total Reference Price</i>	€ 280,000.-	€ 250,000.-	€ 230,000.-
<i>Quality score</i>	65 points	52 points	61 points
<i>Weighted price per point</i>	$280,000^{0.3}/65^{0.7}$ $\times 100 = \underline{231.80}$	$250,000^{0.3}/52^{0.7}$ $\times 100 = \underline{261.93}$	$230,000^{0.3}/61^{0.7}$ $\times 100 = \underline{228.45}$
<i>Calculation</i>	$((280,000^{0.3})/(65^{0.7}))$ $\times 100 = \underline{231.80}$	$((250,000^{0.3})/(52^{0.7}))$ $\times 100 = \underline{261.93}$	$((230,000^{0.3})/(61^{0.7}))$ $\times 100 = \underline{228.45}$
<i>Ranking</i>	2	3	1

As Tenderer C submitted the tender with the lowest weighted price per point (namely 228.45), this Tenderer is the winner of this tender and is awarded the contract.

All rates offered must be excluding Dutch VAT, and including (if applicable) all local VAT and all other costs and/or fees.

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

The offered unit prices shall be part of the Contract. These are the prices the winning bidder will invoice during the full duration of the Contract. No price indexation is applicable.

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 section 7.3.15 'Structure and content of the Tender');
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

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

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see chapter 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in chapter 5. An assessment committee will assess the award criteria. The assessment committee consist of various 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 on the quality subcriteria relating to the research approach (5.3.2).

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 again determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. 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 1.4.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this chapter, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):

Ms Jeannette Keyzer: jeannette.keyzer@rvo.nl and Ms Amy Süter: amy.suter@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 CEST on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

The deadline for submission of your questions is specified in the schedule (see section 1.4). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See <https://www.tenderned.nl/cms/voor-ondernemingen/aanmelden-en-inschrijven/vragen-stellen-een-aanbesteding> or [English | TenderNed](#). For each question, clearly indicate which chapter, section, article and/or page your question relates to.

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least five (5) months after the deadline for submitting the Tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

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

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate (EZK). This requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide:

[Suppliers guide Information Security and Privacy EZK](#).

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.4).

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.

The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.

- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#) 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 Tender.

✓	Subject	Description	Action required from tenderer
☐	Appendix 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
☐	Market research team	Response to the Tendering Authority's award criteria relating to the market research team (described in section 5.3.1) in a separate document	Add to TenderNed
☐	Market research team CV's	Add CVs of the market research team members in a separate document (description in section 5.3.1)	Add to TenderNed
☐	Research Approach	Response to the Tendering Authority's award criteria relating to the research approach (description in section 5.3.2) in a separate document	Add to TenderNed
☐	Writing assignment	Response to the Tendering Authority's award criterium relating to analytical and writing skills (described in section 5.3.3) in a separate document. Refer to instruction in Appendix 10	Add to TenderNed

☐	Appendix 2	Tender, including a response to the Tendering Authority's award criteria relating to Prices (described in section 5.4) Use the correct price sheet, matching the lot you register for.	Fill in, legally sign and add to TenderNed
☐	Appendix 6a and Appendix 6b	Reference assignments (described in section 4.3.2)	Fill in, legally signed and add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.3.17 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate

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

- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 Single Tender

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

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

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

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

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

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the

fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.20 Communication and language

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

The Tender must be submitted in English

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

During the fulfilment of the contract, communication must be conducted in Dutch OR English.

7.3.21 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

The draft Contract, Data processing Agreement and the corresponding General Government Terms and Conditions are included in the appendices. The Tenderers have the opportunity to ask questions, make comments and propose substantiated textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether 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(s). Only the definitive Contract(s) 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 twenty (20) calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the twenty (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 twenty (20) calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

7.4 Further agreements within the Contract

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

Usually, there will be a yearly assignment as Further Agreement with a yearly programme within the scope of this Tender, according to the working process describe in section L of the CBI Market Intelligence Terms of References (MI ToR; see Appendix 9).

Appendices

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

Appendix 1: European Single Procurement Document (ESPD)

Appendix 2: Prices (and estimated number of deliverables)

Appendix 3: Draft Framework agreement

Appendix 3a: Data processing Agreement

Appendix 4: ARVODI-2025

Appendix 5: Complaints Procedure

Appendix 6a + 6b: Reference assignments

Appendix 7: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)

Appendix 8: Description of each lot

Appendix 9: Terms of Reference (ToR) CBI Market Studies 2026

Appendix 10: Instructions Writing assignment

Appendix 11: CBI Style guides:

A) Clear and understandable English (B1)

B) MI Excel example high charts

C) Style guide English

D) Style guide RVO-photography

Appendix 12: Use policy of AI in CBI market research studies