



Tender Document

**Invitation to tender in accordance with
the European open procedure for the CBI
“Egypt Organic Fresh Fruit and Vegetable
(FFV)project”.**

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Definition of terms

Tendering authority	The Ministry of Economic Affairs.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i> , wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203).
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>)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
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.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC EZK/LVVN	The Procurement Office (IUC EZK) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (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.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
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.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.

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.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
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.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for a CBI project in the organic fresh fruit and vegetables (hereafter: FFV) sector in Egypt. 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 (hereafter: RVO) of the Ministry of Economic Affairs and Climate. IUC EZK/LVVN (procurement office) will act as process manager during this tendering process.

1.2 CBI introduction

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

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

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

1.3 Reason for this invitation to tender

CBI is implementing a five (5) year project in the organic FFV sector in Egypt, aimed at strengthening the competitiveness of Egyptian SMEs and increasing sustainable exports to the EU market. To achieve this, the project will support export-ready and exporting SMEs in adopting organic, climate- and water-smart farming practices, improving post-harvest handling, strengthening transparency and traceability, and complying with EU organic standards. In parallel, the project will foster long-term trade partnerships between Egyptian exporters and EU buyers and strengthen the capacities of sector associations, service providers, certification bodies, and other ecosystem actors to create a more transparent, collaborative, and competitive organic FFV sector.

The reason for this project is to contribute to a more climate smart and inclusive farming system in Egypt, specifically by supporting the export of organic FFV to the European including the Dutch market.

CBI wants to contract experts to provide technical support to this project. Two teams of experts will be contracted through a framework agreement for the duration of five (5) years. The experts will be engaged through further agreement, specifying the activities, deliverables, and expected results for each assignment.

1.4 Time schedule

The schedule below applies to this tendering process.

6 October 2026	Issuing of publication, start of tendering period.
22 October 2026, 10:00 AM CET	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document , the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
5 November 2026	Issuing of Memorandum of Information
16 November 2026, 10:00 AM CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
16 November 2026 up to and including 21 December 2026	Assessment of Tenders.
21 December 2026	Announcement of the award of the Contract.
11 January 2027	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
13 January 2027	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
14 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 digitally.

2. Description of assignment

2.1 Description and objective of the assignment

The objective of this assignment is to strengthen the competitiveness and sustainability of the Egyptian organic FFV sector by improving the capacity of Egyptian SMEs and supporting their integration into European value chains.

This will be achieved by strengthening the capacity of selected Egyptian SMEs to produce and export high-quality organic FFV through the adoption of climate- and water-smart farming practices, improved post-harvest handling, and better access to relevant knowledge, services, and inputs.

In parallel, the assignment will strengthen trade relationships between Egyptian SME suppliers and EU buyers by improving market access, facilitating business matchmaking, and supporting the development of long-term commercial partnerships based on quality, transparency, and trust.

Furthermore, the assignment will contribute to a more transparent and coordinated organic FFV sector by strengthening traceability systems, certification processes, collaboration between value chain actors, and alignment with EU organic regulations and market requirements.

The assignment will start with an inception and assessment phase. During this phase, a number of market studies, value chain assessments, stakeholder consultations, and validation activities will be carried out to provide the evidence base for the design and implementation of the project interventions.

The market study will analyse demand for Egyptian organic fresh fruit and vegetables in the European market, identify export opportunities for Egyptian SMEs, and assess key market trends, buyer requirements, and challenges. A value chain and SME needs assessment will identify the main opportunities and constraints related to production, post-harvest handling, certification, traceability, logistics, and market access. In addition, a stakeholder mapping will identify the main actors in the organic FFV sector and assess their roles and potential contribution to the project.

The findings of these studies and assessments will be discussed with key stakeholders during a validation workshop. The outcomes of this process will be used to validate the results, refine project priorities, and ensure that the proposed interventions for the implementation phase of the project respond to sector needs and market opportunities.

Please note that this project focuses on export opportunities in the European Union, with particular emphasis on the Netherlands and other priority EU markets, and does not target regional or domestic markets.

2.2 Lots

The expertise needed for the Egypt Organic FFV project consist of two main intervention areas. The invitation to tender has therefore been divided into two (2) subsequent lots with different experts required for each lot. Each expert must fulfil a specific role as described below (lot 1 :role A, B, C, and lot 2: D, E). A team proposal for lot 1 must consist of 3 individuals, each assigned to one of the three (3) different roles (expert A,B,C). For lot 2: A team proposal must consist of 2 individuals, each assigned to one of the two (2) different roles (expert D,E). Tenderers may submit a tender for only one lot. Each expert role shall be assigned to one individual person. The same individual person may not be assigned to more than one expert role within or across lot 1 and lot 2, irrespective of whether the person is proposed directly by the Tenderer or through a subcontractor or other third party. This restriction is necessary because the experts in lot 1 and lot 2 are required to work closely together. By ensuring that the same individual is not assigned as an expert in both lots, the Contracting Authority ensures that each lot has dedicated and sufficiently

available experts and that the necessary cooperation between the expert teams can be effectively ensured.

Collaboration:

Besides a close collaboration amongst the team of experts of lot 1, the assignment furthermore requires close collaboration with the team of experts responsible for lot 2. The activities of the two lots work towards the same goal. Furthermore, the activities under one lot may provide useful information for the activities under the other lot. Finally, the inception phase, including the market analysis, stakeholder consultations, validation workshop and intervention design, shall be implemented jointly. For this reason contractors are expected to operate as one integrated project team and to ensure continuous coordination throughout project implementation.

LOT 1: SME Competitiveness and Export Development

The three roles for this lot have distinct responsibilities, as outlined below; however, they are expected to work together closely to deliver a cohesive and integrated approach:

Expert A) Senior Expert in Organic FFV Export Competitiveness and EU Market Access

has knowledge of the EU organic market, buyers, import and export strategy. The focus is on EU market requirements and how companies can successfully access the market.

Expert B) Local SME Business Export Coach and Project Coordinator works closely with expert A on business export coaching of the SMEs in Egypt, making sure follow up is being done. Topics include capacity building around export readiness, business management and organisational development. Focus is on how the SMEs can organise themselves to successfully export.

Expert C) Local Organic FFV Production and Post-Harvest Specialist with climate-smart expertise has all technical know-how on organic production, post-harvest and food safety. Moreover, has knowledge of Egyptian legislation related to these topics and is familiar with service providers in this field. The main focus is on supporting SMEs in producing organic products that meet EU market requirements.

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

Expert A) Senior Expert in Organic FFV Export Competitiveness and EU Market Access

Responsibilities:

- Lot 1 team coordination:
 - Team lead for lot one (1)
 - Serve as the main technical point of contact for lot 1 for both CBI and the participating SMEs in Egypt.
 - Coordinate closely with the expert B and expert C and the Market Systems Development team (lot 2).
- Tailored capacity building based on the needs of the exporting SMEs (including assessment).
- Responsible for reporting. Expert B prepares periodic progress reports for participating SMEs and project implementation. Expert C provides technical input to the reports concerning production, post-harvest, climate-smart practices and organic compliance. Expert A is the team lead and reviews, validates and consolidates these reports and is responsible for reporting to CBI.
- Quality assurance and final reporting.
- Identify and communicate risks, bottlenecks and support needs in a timely manner to CBI project management.

Coaching

The expert will provide tailored coaching and technical assistance to selected exporting and (almost) export-ready SMEs in the Egyptian organic FFV sector. The objective is to strengthen their export readiness, competitiveness, and long-term commercial performance in European markets.

The coaching topics include:

- Developing and validating export marketing strategies;
- Identifying attractive European market opportunities and buyer segments;
- European buyer requirements, sourcing practices and procurement processes;
- Market positioning, value proposition development and product-market fit;
- EU regulatory and commercial requirements for organic FFV exports;
- Market intelligence, competitive analysis and emerging market trends;
- Commercial risk assessment and market diversification strategies. Support, facilitate and coach the export marketing plan for SME;
- Business planning and financial management;
- Access to finance for certification, investments and working capital;
- ESG and Corporate Social Responsibility requirements;
- Supplier relationship management and contract farming models where applicable;
- Support SMEs on market access.

Support

Support will be adapted to the specific needs and maturity level of each participating SME. While some SMEs may already have established export operations and certification systems, others may require more foundational support to strengthen internal systems, improve compliance, and expand into new European markets.

Provide targeted support to participating SMEs by:

- Advising companies on market entry strategies for the European organic FFV market;
- Preparing companies for participation in international trade fairs;
- Facilitating B2B matchmaking with EU buyers;
- Supporting SMEs in developing company profiles and value propositions;
- Providing market intelligence on European demand, buyer requirements and market trends;
- Organising buyer webinars and importer seminars;
- Supporting incoming buyer missions to Egypt.

On-site visits each year are anticipated, with the exact number depending on project needs. The expert is expected to maximise the use of online coaching and blended learning approaches and will work closely with expert B, C and the experts under lot 2.

Expert B) Local SME Business Export Coach and Project Coordinator

Follow-up and backstopping of SME Business Export Coaching. The expert will work closely with expert A and expert C to translate strategic recommendations into practical improvements at company level. The expert will act as the primary local coach for participating SMEs, supporting them throughout their business development and export readiness journey.

Responsibilities include:

- Following up on coaching activities and agreed company action plans regarding the export marketing plan, professionalising business practices and other export related activities.
- Providing practical support to SMEs in implementing recommendations on export readiness (in collaboration with expert A), organic production, post-harvest and organic compliance (with input from / collaboration with expert C).
- Monitoring progress on certification, quality improvement, traceability and export readiness. Expert B prepares periodic progress reports for participating SMEs and project implementation. Expert A reviews, validates and consolidates these reports and is responsible for reporting to CBI. Expert C provides technical input to the reports concerning production, post-harvest, climate-smart practices and organic compliance.
- Identifying additional support needs and communicating these with expert A and C and if necessary with experts from lot 2.
- Maintaining regular contact with participating SMEs.
- Responsible for reporting on progress of the SMEs.
- Local project coordination.
- Identify and communicate risks, bottlenecks and support needs in a timely manner.

The expert will act as CBI's local representative for the Egyptian organic FFV sector.

Responsibilities include:

- Supporting the planning and organisation of company visits and stakeholder meetings;
- Assisting with logistics for international experts and CBI staff;
- Maintaining regular communication with SMEs and sector stakeholders;
- Supporting the organisation of trainings, workshops and buyer events. Arrange logistics, venue rental, catering and other related activities to organize these activities on ground;
- Facilitating communication between Egyptian stakeholders and CBI;
- Monitoring stakeholder engagement throughout the project.

The expert is expected to be able to meet with stakeholders on location when a physical (last-minute) meeting is deemed necessary by the CBI Program Manager. CBI does not hold local offices. Nevertheless, the building of a strong local network is essential for the success of CBI its projects. Frequent informal contact moments have furthermore proven to be important in this context. The expert is therefore expected to attend a variety of local sector events, consultations, and last-minute meetings.

For the successful execution of this contract, it is essential that the expert is able to reach one of Egypt's main FFV production and export hubs (e.g. Cairo/Giza, Alexandria, Nubaria, Beheira, Ismailia or Fayoum) in short notice, enabling regular on-site coaching and company visits. The expert must therefore be located no more than 220KM and 3 hours (without unforeseen circumstances such as traffic jams) from Cairo. The experts B and C for lot 1 must comply with this maximum total travel distance and time.

The expert will maximize the use of online platforms for meetings and coaching in between physical encounters. Online communication should be used whenever appropriate. The expert will collaborate closely with all experts involved in the project from both lot 1 and 2.

Expert C) Local Organic FFV Production and Post-Harvest Specialist with climate-smart expertise

Responsibilities:

Technical production lead:

- Farm visits, technical coaching, production assessment, post-harvest, food safety, climate-smart practices and organic compliance.
- Works alongside expert A and B and works closely with experts in lot 2.
- Expert C provides technical input to the reports concerning production, post-harvest and organic compliance.

Expert B prepares periodic progress reports for participating SMEs and project implementation. Expert A reviews, validates and consolidates these reports and is responsible for reporting to CBI.

- Identify and communicate risks, bottlenecks and support needs in a timely manner to CBI programme management.

The expert will provide technical support on organic FFV production, climate-smart practices and post-harvest management, and export quality requirements. The expert will support Egyptian SMEs to improve their production practices, meet EU organic market requirements, and strengthen their ability to supply consistent, high-quality products to international buyers.

The expert will work closely with the SME support team (expert A and B at all times, as well as the experts of lot 2), local technical specialists, service providers, and relevant value chain actors to identify production-related constraints and support the development and adoption of practical solutions.

The role requires a strong practical orientation, combining technical expertise in organic horticulture with experience in supporting commercial growers to improve productivity, quality, sustainability, and market readiness.

Organic production, climate-smart practices and farm-level coaching topics:

- Assessing current production practices, farming systems, and technical constraints of selected organic FFV SMEs;
- Identifying opportunities to improve yields, quality, consistency, and resource efficiency through climate- and water-smart practices;
- Providing guidance on organic crop management, soil health, integrated pest management, irrigation efficiency, and sustainable production techniques;
- Assessing availability and quality of relevant inputs, technologies, and technical support services;
- Supporting SMEs in developing practical improvement plans aligned with EU organic market requirements;
- Coach on organic production systems and compliance with EU Organic Regulation;
- Coach on food safety management (GLOBALG.A.P., HACCP, BRCGS and other relevant standards);
- Coach and advise on traceability systems and digital record keeping;
- Coach and advise on climate-smart and water-efficient production practices;
- Coach and advise on Post-harvest handling, storage and cold chain management.

Post-harvest management and export quality

- Assess post-harvest practices, including handling, sorting, grading, packaging, storage, and cold chain management;
- Identify gaps affecting product quality, shelf life, and compliance with EU buyer expectations;
- Support SMEs in improving post-harvest processes and quality management systems;
- Advise on practical solutions to reduce losses and increase export readiness;
- Work with buyers, certification bodies, laboratories, and service providers to ensure alignment with market requirements.

Development of technical services and capacity building

- Support the identification and development of locally available technical services that address production and post-harvest constraints;
- Collaborate with local consultants, extension providers, and private sector service providers to strengthen technical support available to SMEs;
- Contribute to the design of training, coaching, and demonstration activities for SMEs;
- Support knowledge transfer and adoption of improved practices at farm level;
- Provide technical input to market system interventions related to production, quality, certification, and traceability;
- Coach and advise on quality management throughout the supply chain;
- Coach and advise on production planning and operational efficiency;
- Coach and advise on cost calculations and pricing strategies.

The expert will work closely with expert D and expert E under lot 2 to ensure that technical solutions are demand-driven, commercially viable, and linked to market opportunities in the EU organic FFV sector.

The expert is expected to be able to meet with stakeholders on location when a physical (last-minute) meeting is deemed necessary by the CBI Program Manager. CBI does not hold local offices. Nevertheless, the building of a strong local network is essential for the success of CBI its projects. Frequent informal contact moments have furthermore proven to be important in this context. The expert is therefore expected to attend a variety of local sector events, consultations, and last-minute meetings.

For the successful execution of this contract, it is essential that the expert is able to reach one of Egypt's main FFV production and export hubs (e.g. Cairo/Giza, Alexandria, Nubaria, Beheira, Ismailia or Fayoum), in short notice enabling regular on-site coaching and company visits. The expert must therefore be located no more than 220KM and 3 hours (without unforeseen circumstances such as traffic jams) from Cairo. The experts B and C for lot 1 must comply with this maximum total travel distance and time.

The expert will maximize the use of online platforms for meetings and coaching in between physical encounters. Online communication should be used whenever appropriate. The expert will collaborate closely with all experts involved in the project from both lot 1 and 2.

LOT 2 Market Systems Development and (Commercial) Service Development

The two roles for this lot have distinct responsibilities, as outlined below; however, they are expected to work together closely to deliver a cohesive and integrated approach:

Expert D) Senior Market Systems Development Expert is skilled in market systems development. The focus is on facilitating the development of market-based services supporting the competitiveness and an improved climate- and water smart character of the Egyptian organic FFV sector.

Expert E) Local Value Chain and Stakeholder Development Expert works closely with expert D on the implementation of the market systems development approach, making sure follow-up is being done. Topics include stakeholder mapping and management as well as value chain analysis. The focus is on an improved enabling environment supporting the competitiveness and sustainability of the Egyptian organic FFV sector.

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

For lot 2 the Contractor shall demonstrate that the proposed team collectively possesses experience in:

- market systems development;
- export-oriented fresh fruit and vegetable value chains;
- organic agriculture and certification systems;
- the Egyptian agricultural sector or comparable markets in the MENA region.

Collaboration: Besides close collaboration amongst the experts of lot 2, the assignment furthermore requires a close collaboration with the other experts responsible for lot 1. The inception phase, including the market analysis, stakeholder consultations, validation workshop and intervention design, shall be implemented jointly for lot 1 and lot 2. Contractors are expected to operate as one integrated project team and to ensure continuous coordination throughout project implementation.

Expert D) Senior Market Systems Development Expert

Responsibilities

Team coordination lot 2:

- Team lead for lot 2. Coordinate with the other expert in this lot regarding activities to be carried out. Serve as the main technical point of contact for lot 2 for CBI; responsible for reporting to CBI, coordinate input for the reporting with expert E.
- Coordinate closely with expert E and experts of lot 1.
- Quality assurance and final reporting.
- Identify and communicate risks, bottlenecks and support needs in a timely manner.

The expert will lead the market systems development approach and support the creation of sustainable, climate- and water smart, commercially viable solutions that strengthen the competitiveness of the Egyptian organic FFV sector. While the initial market systems analysis will provide the foundation for the intervention design, the main challenge will be to translate identified gaps into practical solutions by working directly with local companies and service providers to develop and deliver services that respond to the needs of organic FFV SMEs.

The expert should therefore have a strong practical and entrepreneurial orientation, with demonstrated experience in facilitating private sector engagement, developing market-based services, and supporting local actors to create sustainable business models.

Market systems analysis

During the inception phase, the expert will conduct an analysis of the organic FFV market system, including:

- Mapping the overall value chain and supporting market system;
- Identifying constraints and opportunities affecting SME competitiveness;
- Analysing incentives and business interests of public and private market actors;
- Assessing existing business support services and identifying gaps in service provision;
- Analysing sector governance, coordination mechanisms, and the enabling environment;
- Development of sustainable market interventions.

Based on the analysis, the expert will lead the identification, design, and implementation of market-based solutions by:

- Engaging with local companies, service providers, and market actors to develop commercially viable services that address identified market gaps;
- Identifying and supporting opportunities for private sector-led service development;
- Facilitating partnerships between SMEs and commercial (or public) service providers;
- Supporting the development of sustainable services related to certification, laboratory testing, advisory services, traceability, logistics, climate-smart technologies, and access to finance;
- Coaching and facilitating local service providers to refine their business models, value propositions, and delivery approaches;
- Strengthening collaboration between private sector actors, service providers, and business membership organisations;
- Developing intervention strategies that create systemic change and continue beyond the duration of the project;
- Identifying and communicating risks, bottlenecks and support needs in a timely manner to CBI programme management.

The expert will work closely with the SME coaching team (lot 1) to ensure that company-level support is connected to broader market system improvements and that service solutions are practical, demand-driven, and commercially sustainable.

Expert E) Local Value Chain and Stakeholder Development Expert

The expert will support the implementation of the market systems approach through continuous stakeholder engagement and local coordination.

Responsibilities include:

- Supporting stakeholder mapping and value chain analysis;
- Maintaining relationships with public and private sector stakeholders (also regarding potential security clearance protocol in Egypt);
- Conducting interviews throughout the project;
- Identifying opportunities for collaboration between SMEs, service providers and sector organisations;
- Monitoring developments within the Egyptian organic FFV sector;
- Facilitating market system interventions;
- Identifying and communicating risks, bottlenecks and support needs in a timely manner.

The expert will:

- Organise stakeholder consultations and validation workshops. Arrange logistics, venue rental, catering and other related activities to organize these activities on ground;
- Support the implementation of pilot interventions;
- Facilitate dialogue between SMEs, certification bodies, laboratories, financial institutions, input suppliers and government agencies;
- Follow up on agreed actions with stakeholders;
- Report on progress and lessons learned throughout project implementation to expert D and where needed CBI programme management.

The expert is expected to be able to meet with stakeholders on location when a physical (last-minute) meeting is deemed necessary by the CBI Program Manager. CBI does not hold local offices. Nevertheless, the building of a strong local network is essential for the success of CBI its projects. The expert is therefore expected to attend a variety of local sector events, consultations, and last-minute meetings. Frequent informal contact moments have furthermore proven to be important in this context. The expert must therefore be located no more than 100KM and 1,5 hours (without unforeseen circumstances such traffic jams) from Cairo. The expert E for lot 2 must comply with this maximum total travel distance and time.

The expert will maximize the use of online platforms for meetings and coaching in between physical encounters. Online communication should be used whenever appropriate. The expert will collaborate closely with expert D of lot 2 as well as the experts under lot 1 (experts A, B and C).

2.3 Contract Period

The Contracting Authority intends to conclude a Contract (framework agreement) for every separate lot. This Contract consists per lot of two phases:

Inception phase- initial contract period: This phase will last one (1) year, from 14 January 2027 up to and including 14 January 2028. The Contracting Authority has the unilateral option to extend the Contract for the implementation phase (see below). The Contractor will be informed in writing of the exercise of an extension option no later than one month before the end of the current contract period.

Implementation phase: Following the inception phase, the Contracting Authority has the option to extend the Contract for one (1) year for the implementation phase, from 15 January 2028 up to and including 15 January 2029. The Contracting Authority may subsequently extend the implementation phase twice, each time by one and a half (1.5) years, resulting in a maximum total implementation phase of four (4) years, up to and including 15 January 2032. The total duration of the Contract per lot is maximum five (5) years¹.

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

- *The Contracting Authority's formal approval of the deliverables from the inception phase, which must include, at a minimum, the inception report.*
- *The Contracting Authority's satisfaction with the Contractor's performance and service delivery and collaboration during the execution of the contract. This will be based on the extent to which the Contractor delivers the agreed deliverables and outcomes in accordance with the agreed requirements and timelines, including the quality of these deliverables and outcomes, as well as on the quality of the collaboration, including communication, representation of CBI in the field, the field responsiveness and proactivity. This will be based on agreed deliverables and progress reviews. The Contractor will be informed of any significant shortcomings during the inception phase, if these arise, and given a reasonable opportunity to address these. The Contracting Authority's positive assessment of the feasibility and practicability of the proposed approach, particularly in relation to the objectives of the Contract.*
- *The absence of unforeseen circumstances that would require the Contracting Authority to refrain from exercising its extension option.*

¹ Pursuant to Article 2.140(3) of the Public Procurement Act 2012, a framework agreement may exceed the standard duration of four years if this is duly justified and substantiated. In this case, a 5-year duration is warranted due to the specific nature of the services, regarding the overall duration of the underlying programme. The assignment requires continuity of expertise and a seamless transition between the inception and execution phases, which form a single, integrated whole. A longer duration ensures implementation efficiency, cost-effectiveness, and avoids the administrative burden of repeated tendering procedures.

Conversely, the Contracting Authority is entitled to terminate the Contract per lot prematurely as soon as the maximum value (paragraph 2.4) of the Contract for that particular lot is reached, without any further compensation.

2.4 Scope of the assignment

The Tendering authority has estimated a total maximum contract value (including optional extension years) exclusive of Dutch VAT and including (if applicable) all local foreign VAT, and all other costs and/or fees) in EUR per lot as follows:

Lot	Estimated Contract value in EUR (including optional extension years) exclusive of Dutch VAT and including all local foreign VAT and all other costs and fees.	Maximum contract value in EUR (including optional extension years) exclusive of Dutch VAT and including all local foreign VAT and all other costs and fees.
1. SME Competitiveness and Export Development	Estimated total contract value: €600.000	Maximum total contract value: €750.000,-
2. Market Systems Development and (Commercial) Service Development	Estimated total contract value: €400.000	Maximum total contract value: €550.000,-

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

As the contracts concerns framework agreements, the maximum value of the framework agreements must be included in addition to the estimated value. The maximum value is shown in the table above, and stated in the Framework Agreement in article 5.1. The maximum value constitutes solely an upper limit, to maintain sufficient flexibility during the duration of the contracts, and does not constitute a purchase obligation.

3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates. Per paragraph we indicate which requirements are applicable for which lots.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period and that you agree to the statement in Annex 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, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 General requirements

For all lots:

- 3.1.1 Team:** A team proposal for lot 1 must consist of 3 individuals, each assigned to one of the three (3) different roles (expert A,B,C). For lot 2: A team proposal must consist of 2 individuals, each assigned to one of the two (2) different roles (expert D,E). Tenderers may submit a tender for only one lot. Each expert role shall be assigned to one individual person. The same individual person may not be assigned to more than one expert role within or across lot 1 and lot 2, irrespective of whether the person is proposed directly by the Tenderer or through a subcontractor or other third party. This restriction is necessary because the experts in lot 1 and lot 2 are required to work closely together. By ensuring that the same individual is not assigned as an expert in both lots, the Contracting Authority ensures that each lot has dedicated and sufficiently available experts and that the necessary cooperation between the expert teams can be effectively ensured.
- 3.1.2 Role of experts:** The experts comply with the roles as described in section 2.2 of this Tender Document.
- 3.1.3 The lead expert, Single Point of Contact:** Multiple contact persons per lot are not allowed. One (1) contact point per lot is needed for the stakeholders and for the contact with CBI. Expert A for lot 1 will be the lead expert and first point of contact for CBI, meaning he or she is responsible for reporting, and invoicing in close collaboration with the CBI program manager. He or she will coordinate input with the experts in lot 1. Expert D will be the lead expert for lot 2 and first point of contact for CBI. Meaning he or she is responsible for reporting, and invoicing in close collaboration with the CBI program manager. He or she will in turn coordinate this with expert E in lot 2.
- 3.1.4 Collaboration and replacement of staff:** The experts have proven experience in collaborating effectively with remote or cross-disciplinary teams. The experts in lots 1 and 2 are expected to closely collaborate with each other and with third parties, such as stakeholders to jointly develop activities with (such as exporting companies, service providers, associations, government entities, etc.), to ensure the effective and efficient implementation of the project. During the duration of the Contract, it is therefore important that the expert(s) per lot remain the same. However, if it becomes apparent that one or more experts are not performing well or are not collaborating effectively with each other or with third parties, leading to implementation problems for the project, intervention/evaluation meetings will be convened. These meetings will be convened by the Contracting Authority once per quarter or as often as necessary to assess how the collaboration within the project is progressing. Initially, a warning will be issued if one or more experts are not performing well or are not collaborating effectively with third parties. If the collaboration does not improve as agreed, a second (final) warning will follow. If this also does not lead to improvement or if collaboration problems persist or there are issues in the execution of a sub-assignment, the Contracting Authority will proceed to replace the relevant expert:

- If the underperforming expert belongs to a company which can propose a replacement, the company will be invited to suggest a replacement who meets the requirements and preferences for the assignment (at a minimum, the replacement should be at the same level as the expert being replaced) and with approval of the CBI program manager. If the contractor is not able to propose a replacement, the Contracting Authority is entitled to contract a third party.
- Before the replacement can be made, it must be approved by the Contracting Authority. A provision (amendment clause) will be included in the Framework Agreement stipulating that an expert may be replaced in case of poor performance or collaboration issues.

3.1.5 Coaching Schedule: The coaching is done continuously throughout the year/week and not arranged via fixed days per week or per month. In principle, experts should be available all year round. This does not mean that the assignment requires full-time availability. Planning of activities and tasks is subject to discussion with and approval from the CBI Programme Manager.

3.1.6 Language Requirements:

Arabic: The Experts B, C and E must speak Arabic at a C1 level or higher (Common European Framework of Reference for Languages – CEFR or comparable). A C1 Arabic level is needed as the consultants will work directly with companies and sector stakeholders in Egypt. They should be capable of conducting all professional interactions, including high-level meetings, coaching, and training, in Arabic. Therefore, experts B, C and E must demonstrate a proficiency level of at least C1 as per the Common European Framework of Reference for Languages (CEFR) or comparable. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C1 CEFR. Native speakers of Arabic will be considered as comparable.

English: Experts A and D must have English language proficiency at C1 level or higher. Experts B, C and E must have English language proficiency at B1 level or higher (Common European Framework of Reference for Languages – CEFR or comparable). This is necessary for effective communication with CBI and with other experts who may be contracted outside the scope of this tender procedure.

3.2 Requirements relating to lot 1 – SME Competitiveness and Export Development

Expert A) Senior Expert in Organic FFV Export Competitiveness and Technical Coaching for SMEs aligned with EU Market Demand

1. Minimum of five (5) years of professional experience, within the last ten (10) years, supporting SMEs in the organic fresh fruit and vegetable (FFV) sector in developing countries, including experience with supply chain professionalisation, certification processes, export readiness, and compliance with EU buyer requirements.
2. Proven expertise in providing tailored coaching and technical assistance to exporting and (almost) export-ready SMEs in the organic FFV sector, including support on export marketing strategies, market positioning, product-market fit, business development, and access to European markets.
3. At least three (3) years of experience, within the last ten (10) years, in supporting SMEs with EU market access, including knowledge of European buyer requirements, sourcing practices, procurement processes, market intelligence, competitive analysis, and commercial risk assessment.
4. Minimum of three (3) years of experience, within the last ten (10) years, in designing and delivering capacity building and coaching programmes for exporting SMEs, including peer learning, mentorship development, blended learning approaches, and strengthening business development and compliance capacities.
5. At least three (3) years of experience, within the last eight (8) years, in building and maintaining an active and up-to-date network of EU buyers, importers, and agents in the organic FFV sector, to be used for B2B matchmaking, buyer engagement, buyer missions, and market linkage activities.
6. Minimum of three (3) years of experience, within the last eight (8) years, in supporting SMEs with export marketing plans, including market entry strategies, company profiles,

value proposition development, buyer targeting, market diversification strategies, and commercial positioning.

7. The Contractor must minimize the number of flights required for the performance of the contract. Where air travel is necessary, the Contractor must limit the number of flights by planning journeys efficiently and, where possible, use virtual meetings and combining several activities or appointments into a single trip.

Expert B) Local SME Business Export Coach and Project Coordinator

1. At least three (3) years of experience in local project coordination and coordination of activities for international development projects or private sector support programmes in Egypt, within the last five (5) years.
2. Proven experience working in the local context of Egypt, preferably within or around key organic fresh fruit and vegetable (FFV) production and export regions, with knowledge of local SME and sector stakeholders.
3. Minimum of three (3) years of experience providing coaching and technical support to SMEs in the organic agri-food, agriculture, or export sector within the last seven (7) years, including support on business development, export readiness, organic certification, quality improvement, traceability, and compliance with EU market requirements.
4. At least two (2) years of experience facilitating communication between local organic FFV SMEs, sector stakeholders, and international project teams or donor organisations, including progress monitoring, reporting, stakeholder engagement, and identification of support needs.
5. The expert is expected to be able to meet with stakeholders on location when a physical (last-minute) meeting is deemed necessary by the CBI Program Manager. CBI does not hold local offices. Nevertheless, the building of a strong local network is essential for the success of CBI its projects. Frequent informal contact moments have furthermore proven to be important in this context. The expert is therefore expected to attend a variety of local sector events, consultations, and last-minute meetings.
For the successful execution of this contract, it is essential that the expert is able to reach one of Egypt's main FFV production and export hubs (e.g. Cairo/Giza, Alexandria, Nubaria, Beheira, Ismailia or Fayoum), in short notice, enabling regular on-site coaching and company visits. The expert must therefore be located no more than 220KM and 3 hours (without unforeseen circumstances such as traffic jams) from Cairo. The expert must comply with this maximum total travel distance and time.

Expert C) Local Organic FFV Production and Post-Harvest Specialist with climate-smart expertise

1. Minimum of five (5) years of professional experience, within the last ten (10) years, providing technical support to SMEs, farmers, or commercial growers in the fresh fruit and vegetable (FFV) sector in Egypt, including experience with organic production systems, sustainable farming practices, and improving production performance.
2. Proven expertise in organic horticulture and technical coaching in Egypt, including production assessments, crop management, soil health, integrated pest management, irrigation efficiency, climate-smart practices, and supporting SMEs to improve productivity, quality, and compliance with EU organic market requirements.
3. At least three (3) years of experience, within the last ten (10) years, supporting Egyptian FFV producers with food safety, certification, and quality standards, including EU Organic Regulation, GLOBALG.A.P., HACCP, traceability systems, and export quality requirements.
4. Minimum of three (3) years of experience, within the last ten (10) years, supporting Egyptian FFV SMEs with post-harvest management and quality improvement, including harvesting, handling, sorting, grading, packaging, storage, and cold chain management.
5. The expert is expected to be able to meet with stakeholders on location when a physical (last-minute) meeting is deemed necessary by the CBI Program Manager. CBI does not hold local offices. Nevertheless, the building of a strong local network is essential for the success of CBI its projects. Frequent informal contact moments have furthermore proven

to be important in this context. The expert is therefore expected to attend a variety of local sector events, consultations, and last-minute meetings. For the successful execution of this contract, it is essential that the expert is able to reach one of Egypt's main FFV production and export hubs (e.g. Cairo/Giza, Alexandria, Nubaria, Beheira, Ismailia or Fayoum), in short notice, enabling regular on-site coaching and company visits. The expert must therefore be located no more than 220KM and 3 hours (without unforeseen circumstances such as traffic jams) from Cairo. The expert must comply with this maximum total travel distance and time.

3.3 Requirements relating to lot 2 – Market Systems Development and (Commercial) Service Development

Expert D) Senior Market Systems Development Expert

1. Minimum of five (5) years of professional experience, within the last ten (10) years, in applying Market Systems Development (MSD) approaches within international trade, private sector development, or economic development programmes, including market analysis, value chain development, and systemic interventions.
2. Proven experience in conducting market systems analyses, including mapping value chains, identifying market constraints and opportunities, analysing incentives of market actors, assessing business support services, and identifying opportunities for sustainable market-based solutions.
3. At least three (3) years of experience, within the last eight (8) years, in designing and implementing private sector-led interventions, including engaging companies, service providers, and market actors to develop commercially viable services and sustainable business models.
4. Minimum of three (3) years of experience, within the last eight (8) years, in facilitating partnerships between SMEs, private sector actors, service providers, and business support organisations, including strengthening service delivery models related to certification, quality, traceability, finance, technology, or other business development needs.
5. Proven experience working with agribusiness, agriculture, or fresh fruit and vegetable (FFV) value chains in developing countries, including experience supporting SMEs and market actors to improve competitiveness and access to international markets.
6. The Contractor must minimise the number of flights required for the performance of the contract. Where air travel is necessary, the Contractor must limit the number of flights by planning journeys efficiently and, where possible, use virtual meetings and combining several activities or appointments into a single trip.

Expert E) Local Value Chain and Stakeholder Development Expert

1. Minimum of three (3) years of experience, within the last seven (7) years, supporting value chain development, private sector engagement, or market systems interventions in Egypt.
2. Proven experience working in the Egyptian fresh fruit and vegetable (FFV) sector, including knowledge of relevant public and private sector stakeholders, SMEs, service providers, certification bodies, and other value chain actors.
3. At least three (3) years of experience in stakeholder engagement, including conducting interviews, facilitating consultations, building partnerships, and coordinating collaboration between private and public sector actors.
4. Experience supporting market-based interventions, including identifying opportunities for SME support services, facilitating linkages between SMEs and service providers, and following up on agreed actions with stakeholders.
5. The expert is expected to be able to meet with stakeholders on location when a physical (last-minute) meeting is deemed necessary by the CBI Program Manager. CBI does not hold local offices. Nevertheless, the building of a strong local network is essential for the success of CBI its projects. The expert is therefore expected to attend a variety of local sector events, consultations, and last-minute meetings. Frequent informal contact

moments have furthermore proven to be important in this context. The expert must therefore be located no more than 100KM and 1,5 hours (without unforeseen circumstances such traffic jams) from Cairo. The expert E for lot 2 must comply with this maximum total travel distance and time.

3.4 Requirements relating to the prices/rates

- 3.4.1 The Tenderer will provide the rate in EURO applicable to this assignment by filling in the appendix entitled 'Daily rates' (Annex 2).
- 3.4.2 The rates must be in euros and all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, costs related to visa applications (except costs payable to a foreign Embassy for visa application), local levies, taxes and local VAT, communications costs, local meals, local travel and local accommodation expenses. "Local" is in this case the country where the expert is based.
- 3.4.3 Lot 1 – SME Competitiveness and Export Development
- When proposing for **Expert A (Senior Expert in Organic FFV Export Competitiveness and Technical Coaching for SMEs aligned with EU Market Demand)**, the maximum daily rate is €750, excluding Dutch VAT and including local foreign VAT and all other fees and costs.
 - When proposing for **Expert for B and C (Local Project Coordinator and SME Business Export Coach & Local Organic FFV Production and Post-Harvest Specialist)**, the maximum daily rate is €400, excluding Dutch VAT and including local foreign VAT and all other fees and costs.
- 3.4.4 Lot 2 - Market Systems Development and (Commercial) Service Development
- When proposing for **Expert for D (Senior Market Systems Development Expert)**, the maximum daily rate is €750, excluding Dutch VAT and including local foreign VAT and all other fees and costs.
 - When proposing for **Expert for E (Local Value Chain and Stakeholder Development Expert)**, the maximum daily rate is €400, excluding Dutch VAT and including local foreign VAT and all other fees and costs.
- 3.4.5 With regard to lot 1 SME Competitiveness and Export Development and lot 2: Market Systems Development and (Commercial) Service Development:
- In case the expert is not located in Egypt, you may, when carrying out assignments in Egypt, invoice local expenses according to the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN <https://icsc.un.org/>).
 - In case the expert is located in Egypt you can only invoice the abovementioned UN-DSA, when travelling to one of the regions/cities of the project (**and if traveling return in one day is not possible**) the expert is NOT located in, after explicit approval of the Programme Manager. The costs for travelling within the expert's own city must be included in your daily rate.
- 3.4.6 The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
- 3.4.7 The Tenderer will charge retrospectively based on actual costs and specify Daily rates.

3.5 Tax-related requirements

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.5.2 The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.5.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.5.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.5.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.5.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.5.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.
- 3.5.8 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.
- 3.5.9 It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside The Netherlands. Contractor pays the Netherlands VAT to the Netherlands tax Authority

3.6 Invoicing requirements for all lots

- 3.6.1 The payment schedule will be agreed upon in the Further Agreement.
- 3.6.2 For each further agreement under the Framework Agreement, it will be determined whether the assignment will be performed on the basis of a fixed price or on a cost-reimbursement basis.

3.6.3 For companies established in the Netherlands only

E-invoicing

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

- Through the supplier portal;

- Through a service provider;
- Through Digipoort;
- Through accounting software.

For a more detailed explanation, please visit: www.helpdesk-efactureren.nl.

For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands.

4. Requirements concerning the Tenderer

4.1 Introduction

In this section you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

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

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, legally sign it, submit it together with your Tender via TenderNed (see paragraph 7.3.16).

4.2 Exclusion Grounds

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

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

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

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

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

For information on types of evidence, see Section 2.89 of the Public Procurement Act. wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203

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 [eCertis](#)

eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

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

4.2.1 Independence and conflict of interest

All experts applying for this tender must act fully independently and without any conflict of interest as a representative of the Egyptian Fresh Fruits and Vegetable sector. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in

or importing companies from Egypt, during the terms of the Contract and Further Agreement(s) that trade in services covered by this tender from developing countries covered by this tender. Any expert under this tender should be able to act fully independently, during the terms of Contract and Further Agreement(s) under the strict requirement that no preferential advice will be given to any company or organisation which might favour the own (commercial) interests of the expert.

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

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

The Contractor agrees to:

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

4.3 Suitability Requirements

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

By signing the 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 has set the following core competences, which demonstrate experience with essential aspects of the assignment:

LOT 1: SME Competitiveness and Export Development

A) Senior Expert in Organic FFV Export Competitiveness and Technical Coaching for SMEs aligned with EU Market Demand

Core Competence: Technical Coaching for Organic FFV SMEs aligned with EU Market Demand

The reference assignment must demonstrate that the expert has proven experience (at least one 12-month project in the last 4 years) in providing technical coaching to SMEs in the organic FFV sector in Egypt or the MENA region, with a focus on production and productivity improvement, export readiness, and alignment with EU market requirements.

B) Local SME Business Export Coach and Project Coordinator

Core Competence: Local Project Coordination and Technical Coaching for Organic FFV SMEs in Egypt

The reference assignment must demonstrate that the expert has proven experience (at least one 12-month project in the last 4 years) in local project coordination and technical coaching for SMEs active in organic FFV production and export in Egypt or the MENA region.

C) Local Organic FFV Production and Post-Harvest Specialist with Climate-Smart expertise

Core Competence: Technical Coaching on Organic FFV Production, Climate-smart practices and Post-Harvest Management in Egypt

The reference assignment must demonstrate that the expert has proven experience (at least one 12-month project in the last 4 years) in providing technical coaching to FFV producers and SMEs in Egypt or the MENA region, with a focus on organic production, climate-smart agriculture, productivity improvement, post-harvest management, and compliance with EU export quality requirements.

LOT 2 Market Systems Development and (Commercial) Service Development

D) Senior Market Systems Development Expert

Core Competence: Market Systems Development for SME Competitiveness and Private Sector-Led Solutions

The reference assignment must demonstrate that the expert has proven experience (at least one 12-month project in the last 4 years) in applying Market Systems Development approaches, including market systems analysis, private sector engagement, and development of sustainable, commercially viable solutions and services for SMEs in agribusiness or FFV value chains.

E) Local Value Chain and Stakeholder Development Expert

Core Competence: Local Value Chain and Stakeholder Development for Organic FFV Sector Development in Egypt

The reference assignment must demonstrate that the expert has proven experience (at least one 12-month project in the last 4 years) in stakeholder engagement, value chain development, and supporting collaboration between private and public sector actors in the organic FFV sector in Egypt or the MENA region.

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

- The subject of the reference assignment must be comparable to the core competence in question.

The reference assignment must have been executed or completed within the four 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.

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 (Be aware: submit together with the Tender):

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

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

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

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in chapters 3 and 4.

The assessment consists of 3 steps.

- a. A maximum of **80 points** can be obtained for your response to the “written” award criteria as described in 5.3.1 up to and including 5.3.3 (for lot 1), and 5.3.4 up to and including 5.3.5 (for lot 2). The Tenderer must score a minimum of **40 out of the 80** points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 40 points out of the 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
- b. Assessment of the prices/rates with a maximum of **20 points**.
If the daily rate exceeds the maximum daily rate specified below, the Tender will be set aside and excluded from further participation in the tendering process:

Lot 1: **expert for A (Senior Expert in Organic FFV Export Competitiveness and Technical Coaching for SMEs aligned with EU Market Demand)**, the maximum daily rate is €750, excluding Dutch VAT and including local foreign VAT and all other fees and costs.

• **Expert for B and C (Local Project Coordinator and SME Business Export Coach & Local Organic FFV Production and Post-Harvest Specialist)**, the maximum daily rate is €400, excluding Dutch VAT and including local foreign VAT and all other fees and costs.

Lot 2: **expert for D (Senior Market Systems Development Expert)**, the maximum daily rate is €750, excluding Dutch VAT and including local foreign VAT and all other fees and costs.

• **Expert for E (Local Value Chain and Stakeholder Development Expert)**, the maximum daily rate is €400, excluding Dutch VAT and including local foreign VAT and all other fees and costs.

- c. The total score (written responses + prices) will be determined. The maximum total points that can be obtained is 100 points.

5.2 Quality preferences

In providing your response on the award criteria:

1. Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
2. Please ensure that all text is written in A4 pages in Verdana font in size 9.
3. Your response to each individual award criteria (for lot 1: 5.3.1, 5.3.2, 5.3.3, for lot 2: 5.3.4, 5.3.5) must not exceed a maximum of four (4) A4 pages, in Verdana font (size 9), including tables, pictures and the front page. Please note: if your response exceeds this limit, any content beyond the maximum page will not be taken into account during the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website in your response, please be aware that the content of that website will not be considered as part of the assessment either. 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 of four (4) A4 pages per award criterion.

4. Relate your answer as much as possible to a position mentioned in your CV. All used examples have to be related to the CV of the expert who executes the assignment (also in case of a consortium or subcontractor). Please submit a CV for each expert and include only relevant experience in the CV. The CV of each expert should not exceed four (4) A4 pages in Verdana font (size 9). Please note: if the CV exceeds this limit, any content beyond the maximum page will not be taken into account during the assessment and can affect the total number of points that may be awarded. Additionally, if you include a hyperlink to a website, please be aware that the content of that website will not be considered as part of the assessment either. Please note that if you refer to website content, this information will not be considered during the assessment. We therefore emphasize that all relevant information must be included in the CV's, within the maximum of four (4) A4 pages per CV of each expert individually.
5. The Tender must clearly identify the experts proposed for the relevant lot and the expert role for which each expert is proposed.
6. Describe the answers in your Tender for the award criteria in this Chapter 5 in order of the given award criteria.
7. The CV of each expert and the response to the relevant award criterion must be included in Annex 8.

Please note: A team proposal for lot 1 must consist of 3 individuals, each assigned to one of the three (3) different roles (expert A,B,C). For lot 2: A team proposal must consist of 2 individuals, each assigned to one of the two (2) different roles (expert D,E). Tenderers may submit a tender for only one lot. Each expert role shall be assigned to one individual person. The same individual person may not be assigned to more than one expert role within or across lot 1 and lot 2, irrespective of whether the person is proposed directly by the Tenderer or through a subcontractor or other third party. This restriction is necessary because the experts in lot 1 and lot 2 are required to work closely together. By ensuring that the same individual is not assigned as an expert in both lots, the Contracting Authority ensures that each lot has dedicated and sufficiently available experts and that the necessary cooperation between the expert teams can be effectively ensured. If this requirement is not met, the Tender will be set aside and excluded from further participation in the tendering process and will not be further assessed on prices or rates.

LOT 1: SME Competitiveness and Export Development

Award criteria			Maximum points available	Knock-out
Quality	5.3.1	Award criterion – A) Senior Expert in Organic FFV Export Competitiveness and EU Market Access	25	
	5.3.2	Award criterion – B) Local SME Business Export Coach and Project Coordinator	25	
	5.3.3	Award criterion – C) Local Organic FFV Production and Post-Harvest Specialist	30	
	Total quality		80	<40
Price	5.5	Daily rate – A) Senior Expert in Organic FFV Export Competitiveness and EU Market Access	7	
	5.5	Daily rate – B) Local SME Business Export Coach and Project Coordinator	6	
	5.5	Daily rate – C) Local Organic FFV Production and Post-Harvest Specialist	7	
	Total price		20	
	Grand total		100	

LOT 2: Market Systems Development and (Commercial) Service Development

Award criteria			Maximum points available	Knock-out
Quality	5.3.4	Award criterion – D) Senior Market Systems Development Expert	45	
	5.3.5	Award criterion – E) Local Value Chain and Stakeholder Development Expert	35	
	Total quality		80	<40
Price	5.5	Daily rate – D) Senior Market Systems Development Expert	10	
	5.5	Daily rate – E) Local Value Chain and Stakeholder Development Expert	10	
	Total price		20	
	Grand total		100	

5.3 Quality criteria

Lot 1: SME Competitiveness and Export Development

5.3.1 Lot 1: Award criteria relating to expert A) Senior Expert in Organic FFV Export Competitiveness and EU Market Access

Max. no. of points available	Assessment aspects
25	The Tenderer is required to complete and upload Annex 8. In this annex, the Tenderer shall present a proposed approach for the execution of the assignment. The proposed approach must demonstrate a good understanding of the context, the objective of this project and expectations of the role, described under section 2.1 and 2.2 of this Tender Document. The proposed approach should clearly demonstrate that the expert is able to develop a practical, realistic and effective strategy to strengthen the export competitiveness and EU market access of Egyptian organic FFV SMEs. In particular, the response should provide practical insights into: • Developing export strategies for organic FFV SMEs targeting European markets; • Understanding EU buyer requirements, sourcing practices and market opportunities; • Supporting SMEs in improving market positioning, value propositions and buyer readiness; • Facilitating commercial relationships between Egyptian exporters and EU buyers.

	The proposed approach should further explain how the expert intends to contribute to: • Identifying suitable EU market opportunities and buyer segments; • Supporting SMEs in preparing for international trade fairs, buyer meetings and B2B matchmaking; • Strengthening export planning, business development and market diversification strategies; • Ensuring that market requirements are translated into practical actions for SMEs. The response should also explain how the expert intends to collaborate with: • Expert B to ensure that export strategies are translated into practical company-level improvements and follow-up actions; • Expert C to ensure that production, quality, climate-smart practices and compliance aspects are aligned with EU market requirements; • Experts under lot 2 to ensure that market opportunities and interventions are connected to broader sector development activities. <u>Assessment basis:</u> The submission will be assessed on the following aspects: • The quality, coherence and feasibility of the proposed approach for the execution of the assignment. • The extent to which the proposed approach demonstrates practical knowledge of EU organic FFV markets, buyer requirements and export development. • The extent to which the proposed approach demonstrates a realistic strategy for strengthening SME export competitiveness. • The extent to which the proposed approach effectively translates market insights into practical support for SMEs. • The extent to which the proposed approach demonstrates effective collaboration and coordination with expert B and expert C as a team and works together with lot 2 experts. • The extent to which the proposed approach presents a concrete implementation strategy, including a clear rationale, sequencing and timing of activities, rather than a generic description of activities.
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5.3.2 **Lot 1: Award criteria relating to expert B) Local SME Business Export Coach and Project Coordinator**

Max. no. of points available	Assessment aspects
25	The Tenderer is required to complete and upload Annex 8. In this annex, the Tenderer shall present a proposed approach for the execution of the assignment. The proposed approach must demonstrate a good understanding of the context, the objective of this project and expectations of the role, described under section 2.1 and 2.2 of this Tender Document. The proposed approach should clearly demonstrate that the expert is able to develop a practical, realistic and effective approach for supporting Egyptian organic FFV SMEs in improving their business organisation, export readiness and implementation of agreed improvement actions. In particular, the response should provide practical insights into: • Coaching SMEs in implementing export readiness and business improvement actions;

	• Strengthening internal business processes, planning and organisational capacity; • Supporting SMEs in following up on recommendations from technical and market experts; • Coordinating local project implementation and maintaining regular communication with SMEs. The proposed approach should further explain how the expert intends to contribute to: • Translating strategic recommendations into practical improvements at company level; • Monitoring SME progress on export readiness, certification, quality improvement and business development; • Identifying bottlenecks and additional support needs; • Organising effective communication, company visits, trainings and stakeholder activities. The response should also explain how the expert intends to collaborate with: • Expert A to support implementation of export strategies, market access activities and business development actions; • Expert C to support SMEs in implementing improvements related to organic production, post-harvest management and compliance requirements; • Experts under lot 2 to ensure alignment between SME support activities and wider market system interventions. <u>Assessment basis:</u> The submission will be assessed on the following aspects: • The quality, coherence and feasibility of the proposed approach for the execution of the assignment. • The extent to which the proposed approach demonstrates practical experience in SME coaching, business development and export readiness support. • The extent to which the proposed approach demonstrates an effective methodology for translating recommendations into company-level improvements. • The extent to which the proposed approach demonstrates strong local coordination and stakeholder engagement capacity. • The extent to which the proposed approach demonstrates effective collaboration with expert A, expert C and lot 2 experts. • The extent to which the proposed approach presents a concrete implementation strategy, including a clear rationale, sequencing and timing of activities, rather than a generic description of activities.
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5.3.3 Lot 1: Award criteria relating to expert C) Local Organic FFV Production and Post-Harvest Specialist with Climate-Smart Expertise

Max. no. of points available	Assessment aspects
30	The Tenderer is required to complete and upload Annex 8. In this annex, the Tenderer shall present a proposed approach for the execution of the assignment. The proposed approach must demonstrate a good understanding of the context, the objective of this project and expectations of the role, described under section 2.1 and 2.2 of this Tender Document.

	The proposed approach should clearly demonstrate that the expert is able to develop a practical, realistic and effective strategy to strengthen organic FFV production, productivity, climate-smart practices, post-harvest management and export quality of Egyptian SMEs. In particular, the response should provide practical insights into: • Improving organic production and climate-smart practices and productivity at SME level; • Strengthening post-harvest management, quality control and traceability systems; • Supporting compliance with EU organic requirements and export quality standards; • Identifying practical technical solutions, including climate-smart practices that can be adopted by SMEs. The proposed approach should further explain how the expert intends to contribute to: • Assessing production constraints and identifying improvement opportunities; • Supporting SMEs in developing practical improvement plans for production and quality management; • Strengthening technical capacity, access to services and adoption of improved practices; • Linking production improvements with EU buyer expectations and market opportunities. The response should also explain how the expert intends to collaborate with: • Expert A to ensure that production improvements are aligned with EU market requirements and buyer expectations; • Expert B to support implementation, follow-up and monitoring of technical recommendations at SME level; • Experts under Lot 2 to ensure that technical solutions are connected to commercially viable services and broader market system interventions. <u>Assessment basis:</u> The submission will be assessed on the following aspects: • The quality, coherence and feasibility of the proposed approach for the execution of the assignment. • The extent to which the proposed approach demonstrates practical knowledge of organic FFV production, post-harvest management and export quality requirements. • The extent to which the proposed approach demonstrates a realistic strategy for improving SME productivity, quality and compliance. • The extent to which the proposed approach translates technical assessments into practical solutions for SMEs. • The extent to which the proposed approach demonstrates effective collaboration with expert A, expert B and lot 2 experts. • The extent to which the proposed approach presents a concrete implementation strategy, including a clear rationale, sequencing and timing of activities, rather than a generic description of activities.
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LOT 2: Market Systems Development and (Commercial) Service Development

5.3.4 Lot 2: Award criteria relating to expert D) Senior Market Systems Development Expert

Max. no. of points available	Assessment aspects
45	The Tenderer is required to complete and upload Annex 8. In this annex, the Tenderer shall present a proposed approach for the execution of the assignment. The proposed approach must demonstrate a good understanding of the context, the objective of this project and expectations of the role, described under section 2.1 and 2.2 of this Tender Document. The proposed approach should clearly demonstrate that the expert is able to develop a practical, realistic and effective Market Systems Development (MSD) approach to strengthen the competitiveness of the Egyptian organic FFV sector. In particular, the response should provide practical insights into: • Applying Market Systems Development approaches in agricultural value chains; • Analysing constraints and opportunities affecting SME competitiveness; • Developing commercially viable, demand-driven services for organic FFV SMEs; • Engaging private sector actors and service providers to create sustainable solutions. The proposed approach should further explain how the expert intends to contribute to: • Mapping the organic FFV market system, including value chain actors, supporting services and enabling environment; • Identifying gaps in service provision and opportunities for private sector-led solutions; • Developing sustainable business models and service solutions for areas such as certification, quality management, traceability, technical support, logistics, climate-smart practices and access to finance; • Facilitating partnerships between SMEs, service providers and other relevant market actors; • Ensuring that interventions create lasting improvements beyond the project duration. The response should also explain how the expert intends to collaborate with: • Expert E to ensure effective stakeholder engagement, local coordination and follow-up of market system interventions; • Experts under lot 1 to ensure that company-level SME support is connected to broader market system improvements and that identified solutions respond to SME needs; • Other relevant stakeholders in the Egyptian organic FFV sector to develop practical and commercially sustainable solutions. <u>Assessment basis:</u> The submission will be assessed on the following aspects: • The quality, coherence and feasibility of the proposed approach for the execution of the assignment. • The extent to which the proposed approach demonstrates practical experience in applying Market Systems Development approaches in

	agricultural value chains. • The extent to which the proposed approach demonstrates the ability to translate market system analysis into practical, commercially viable solutions. • The extent to which the proposed approach demonstrates experience in private sector engagement, service development and business model development. • The extent to which the proposed approach demonstrates effective collaboration with expert E and the experts under lot 1. • The extent to which the proposed approach presents a concrete implementation strategy, including a clear rationale, sequencing and timing of activities, rather than a generic description of activities.
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5.3.5 **Lot 2: Award Criteria relating to Expert E) Local Value Chain and Stakeholder Development Expert**

Max. no. of points available	Assessment aspects
35	The Tenderer is required to complete and upload Annex 8. In this annex, the Tenderer shall present a proposed approach for the execution of the assignment. The proposed approach must demonstrate a good understanding of the context, the objective of this project and expectations of the role, described under section 2.1 and 2.2 of this tender document. The proposed approach should clearly demonstrate that the expert is able to support the implementation of the Market Systems Development approach through effective stakeholder engagement, local coordination and facilitation of market-based solutions in the Egyptian organic FFV sector In particular, the response should provide practical insights into: • Engaging and coordinating public and private sector stakeholders in agricultural value chains; • Supporting value chain and stakeholder analysis; • Identifying opportunities for collaboration between SMEs, service providers and sector organisations; • Facilitating communication and follow-up between local stakeholders and international project teams. The proposed approach should further explain how the expert intends to contribute to: • Maintaining relationships with relevant market actors, including SMEs, service providers, certification bodies, laboratories, financial institutions, input suppliers and government stakeholders; • Organising effective stakeholder consultations, validation workshops and local project activities; • Supporting pilot interventions and monitoring stakeholder commitments; • Identifying developments, bottlenecks and opportunities within the Egyptian organic FFV sector; • Capturing lessons learned and supporting continuous improvement of interventions. The response should also explain how the expert intends to collaborate with:

	• Expert D to support the implementation of the MSD approach through effective stakeholder engagement and local coordination; • Experts under lot 1 to ensure that stakeholder activities and market system interventions respond to SME needs and practical challenges; • Local sector actors to facilitate sustainable partnerships and commercially viable solutions. <u>Assessment basis:</u> The submission will be assessed on the following aspects: • The quality, coherence and feasibility of the proposed approach for the execution of the assignment. • The extent to which the proposed approach demonstrates practical experience in stakeholder engagement, value chain development and local coordination. • The extent to which the proposed approach demonstrates a good understanding of the Egyptian organic FFV sector or comparable MENA agricultural markets. • The extent to which the proposed approach demonstrates the ability to facilitate collaboration between SMEs, service providers and other market actors. • The extent to which the proposed approach demonstrates effective collaboration with expert D and the experts under lot 1. • The extent to which the proposed approach presents a concrete implementation strategy, including a clear rationale, sequencing and timing of activities, rather than a generic description of activities.
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5.4 Assessment method for qualitative award criteria

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

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	Exclusion from the tender process

5.5 Assessment of preferences in relation to prices/rates

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

Lot 1:

When proposing an expert for A) Senior Expert in Organic FFV Export Competitiveness and EU Market Access the maximum daily rate is €750, excluding Dutch VAT and including local foreign VAT and all other fees and costs. Failure to comply with this requirement will result in your Tender being set aside and excluded from further participation in the tendering process.

Daily rate	Awarded Points
> € 750	<u>Exclusion from the tender process</u>
€ 741 up to and including € 750	0
€ 731 up to and including € 740	0,5
€ 721 up to and including € 730	1
€ 711 up to and including € 720	1,5
€ 701 up to and including € 710	2
€ 691 up to and including € 700	2,5
€ 681 up to and including € 690	3
€ 671 up to and including € 680	3,5
€ 661 up to and including € 670	4
€ 651 up to and including € 660	4,5
€ 641 up to and including € 650	5
€ 631 up to and including € 640	5,5
€ 621 up to and including € 630	6
€ 611 up to and including € 620	6,5
€ 610 < € 610	7

When proposing an expert for B) Local SME Business Export Coach and Project Coordinator, the maximum daily rate is €400, excluding Dutch VAT and including local foreign VAT and all other fees and costs. Failure to comply with this requirement will result in your Tender being set aside and excluded from further participation in the tendering process.

Daily rate	Awarded Points
> € 400	<u>Exclusion from the tender process</u>
€ 380 up to and including € 400	0
€ 359 up to and including € 379	1
€ 338 up to and including € 358	2
€ 317 up to and including € 337	3
€ 296 up to and including € 316	4
€ 275 up to and including € 295	5
€ 274 and < € 274	6

When proposing an expert for C) Local Organic FFV Production and Post-Harvest Specialist with Climate-Smart Expertise , the maximum daily rate is €400, excluding Dutch VAT and including

local foreign VAT and all other fees and costs. Failure to comply with this requirement will result in your Tender being set aside and excluded from further participation in the tendering process.

Daily rate	Awarded Points
> € 400	Exclusion from the tender process
€ 380 up to and including € 400	0
€ 359 up to and including € 379	1
€ 338 up to and including € 358	2
€ 317 up to and including € 337	3
€ 296 up to and including € 316	4
€ 275 up to and including € 295	5
€ 254 up to and including € 274	6
€ 253 and < € 253	7

Lot 2:

When proposing an expert for D) Senior Market Systems Development Expert, the maximum daily rate is €750, excluding Dutch VAT and including local foreign VAT and all other fees and costs. Failure to comply with this requirement will result in your Tender being set aside and excluded from further participation in the tendering process.

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

When proposing an expert for E) Local Value Chain and Stakeholder Development Expert, the maximum daily rate is € 400, excluding Dutch VAT and including local foreign VAT and all other fees and costs. Failure to comply with this requirement will result in your Tender being set aside and excluded from further participation in the tendering process.

Daily rate	Awarded Points
> € 400	Exclusion from the tender process
€ 386 up to and including € 400	0
€ 371 up to and including € 385	1
€ 356 up to and including € 370	2
€ 341 up to and including € 355	3
€ 326 up to and including € 340	4
€ 311 up to and including € 325	5
€ 296 up to and including € 310	6
€ 281 up to and including € 295	7
€ 266 up to and including € 280	8
€ 251 up to and including € 265	9
€ 250 and < € 250	10

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements set out in Sections 3 and 4 will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in chapter 5.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio. The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the sub criterion Expert C for lot 1 (paragraph 5.3.3) and Expert D for lot 2 (paragraph 5.3.4). In the event that the highest scoring Tenderers also achieve an equal score for this sub criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's

request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then 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(s) of Information and declares that he will continue to comply therewith throughout the entirety of the contract period and that Tenderer agrees to the statement in Annex ..., arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.4.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Ms Andjanie Ramadhin, Senior Procurement Advisor.

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

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

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

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

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

7.3.10 Guide Information security and Privacy for suppliers

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

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

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3).

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.

- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.3.15 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2/Prices/Rates	Daily Rates included in the quotation	Fill in, legally sign and add to TenderNed
Annex 6	Reference assignments (paragraph 4.3.2), one (1) for each lot and expert role. Use separate documents (annex 6 form) for each reference: Lot 1: 1x Annex 6 Expert role A; 1x Annex 6 Expert role B; 1x Annex 6 Expert role C; Lot 2: 1x Annex 6 Expert role D; 1x Annex 6 Expert role E.	Fill in, signed by Referee and add to TenderNed
Annex 8/Award Criteria	Use separate documents (annex 8 form) for each award criterion: For lot 1 1x Annex 8 CV and 'Proposed approach' as part of award criterion 5.3.1 expert A 1x Annex 8 CV and 'Proposed approach' as part of award criterion 5.3.2 expert B 1x Annex 8 CV and 'Proposed approach' as part of award criterion 5.3.3 expert C Lot 2: 1x Annex 8 CV and 'Proposed approach' as part of award criterion 5.3.4 expert D	Complete and fill in and add to TenderNed

	1x Annex 8 CV and 'Proposed approach' as part of award criterion 5.3.5 expert E	
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* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

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

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

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

There are 3 ways to sign the ESPD:

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 Single Tender

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

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

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

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) 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 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

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

Interest in relation to the judgement

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

7.3.26 Use of AI (Including generative AI)

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

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

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

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

7.4 Further Agreements within the Contract

7.4.1 Further agreements within the Contract

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

Before a Further Agreement is concluded, a request for quotation is sent through the Procurement Office EZK/LVVN (IUC EZK/LVVN) to the Contractor. Participants may not request quotations directly; this must always be done via the IUC EZK/LVVN.

The quotation must not contain any additional conditions or provisions that conflict with the terms of the Contract. If this is the case, the quotation will not be assessed further and will be excluded.

The Contractor shall only commence the performance of the Further Agreement after a written order has been issued. A Contractor may not commence work on an assignment without a prior written order.

Annexes

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

- Annex 1: European Single Procurement Document
- Annex 2: Prices/Rates
- Annex 3: Draft Framework Agreement
- Annex 3a: Draft Data Processing Agreement
- Annex 4: ARVODI-2025
- Annex 5: Complaints Procedure
- Annex 6 References
- Annex 7: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)
- Annex 8: CV's and Proposed approach