Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of experts for the CBI cashew project for Côte d'Ivoire

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Definition of terms

Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Daily rate/price	Daily rate/ price should be understood as the rate/price for 8 hours of work.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the Contract.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*).
IUC-EZK/LVVN	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012*), wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203)
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.

Statement of Work	Work order to be supplied to the Contractor triggering the supply of services. The Statement of work specifies the details of the tasks or services requested from the Framework contract holder.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its annexes.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tendering authority	Netherlands Enterprise Agency (RVO), represented by the Minister of Economic Affairs and Climate, who concludes the Contract with the Contractor on behalf of the Tendering Authority.

Abbreviations

CCAK	Conseil de Coton Anacarde et Karité
MSD	Market System Development
RBC	Responsible Business Conduct

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the CBI project in Côte d'Ivoire, focusing on the cashew sector. Six (6) different experts are sought, within 3 lots:

Lot I: Market access and business export coaching

Role I: EU Market Access & SME Development Expert
Role II: SME Business & Export Coach

Lot II: Traceability & Sustainable Supply Chain Development
Role I: Traceability Systems & RBC (Responsible Business Conduct) Expert
Role II: Traceability & RBC Implementation Expert

Lot III: Ecosystem Development & System Change
Role I: Ecosystem Development & System Change Expert
Role II: Stakeholder Engagement & Ecosystem Coordination Expert

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

1.1 Tendering Authority and IUC-EZK

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

1.2 CBI introduction

CBI supports the transition towards inclusive and sustainable economies. We focus on transitions in sectors in emerging economies, working towards becoming more inclusive and sustainable. All our projects lead towards the same impact areas. We aim to contribute to the transition towards inclusive and sustainable sectors by:

- Stimulating economically, socially and environmentally sustainable trade and production through exports by local SMEs to Europe and to regional markets.
- Promoting and creating decent work, where decent work is defined as productive work for women and men in conditions of freedom, equity, security and human dignity.
    - We pay special attention to women and youth. This means creating decent jobs for women and young people, as well as supporting women and youth in management positions. Moreover, it is our ambition to support female and young entrepreneurs.

In this way, we contribute towards the United Nations' 2030 development agenda, both directly and indirectly. We directly contribute to sustainable consumption and production (SDG 12) in order to achieve - via export (SDG 17.11) - inclusive and sustainable economic growth, full and productive employment and decent work for all (SDG 8). Additionally, our interventions assist indirectly in achieving SDG 1 (no poverty) and SDG 5 (gender equality).

Our aim is to support the transition towards inclusive and sustainable economies by focusing on one specific sustainability challenge in a sector and country. A *sustainability challenge* describes the current obstacle(s) that prevent both poor and marginalised groups including target SMEs from actively participating in the (market) systems, and from continuing to derive environmental, social and economic benefits.

Our unique expertise lies in using export as the means – in other words the *main incentive* – to overcome the sustainability challenge and to incentivise the transition of a) the SMEs we work with, b) the markets we operate in and eventually c) the entire sectors of our target countries towards becoming more *inclusive* and *sustainable*. Besides the specific sustainability challenge,

all projects should at least be gender aware, not-climate blind, inclusive for youth and sustain or create decent jobs.

There are different intervention areas possible within each project that aim to contribute to overcoming the sustainability challenge. Each depends on assumptions, addresses initial underlying causes and aims to create long-term and intermediate outcomes. At a high level, these intervention areas are as follows:

Sustainable SMEs: Ensure SMEs achieve a long-term balance between environmental, social, and economic policies and practices. This focus includes sustainably produced products and services, reduced environmental impact, providing decent work, and resilience to changes in markets and business environments.
Sector alignment: Foster increased collaboration, awareness, and visibility within the local value chain to support the sector's transition towards more sustainable and inclusive economies.
Service provision: Support the availability of Business Development Services (BDS) for value chain actors, encompassing business operations, export readiness, and sustainable production.

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

1.3 Reason for this invitation to tender

The aim of this tender is to conclude three separate contracts with three parties capable of fulfilling various roles within the project team for the CBI project in Côte d'Ivoire in the cashew sector. The various roles are described in more detail in this Tender Document.

For Lot 1, a team of up to two experts (see above) is required. They will focus in particular on strengthening the market knowledge of the participating companies and improving their market access. The team must also have knowledge and experience in service development (Market System Development).

For Lot 2, a team of up to two experts (see above) is sought. They will focus on supporting the sector and the participating companies in the area of traceability and RBC. This team must also have knowledge and experience in service development (Market System Development).

For Lot 3, a team of up to two experts (see above) will be selected. This team will strengthen the project team with knowledge and expertise in the field of ecosystem development. In addition, the team will focus on scaling up and sharing successful initiatives developed within the activities of the Lot 1 and Lot 2 teams. This team must also have knowledge and experience with the system change approach.

1.4 Time schedule

The schedule below applies to this tendering process.

18 November 2026	Issuing of publication, start of tendering period.
3 December 2026, 12:00 (CET)	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
16 December 2026	Issuing of Memorandum of Information
13 January 2027, 12:00 (CET)	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
14 January 2027 up to and including 21 February 2027	Assessment of Tenders.
22 February 2027	Announcement of the award of the Contract.

9 March 2027	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
17 March 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.
1 April 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 digit

1.5 Socially Responsible Contracting and Procurement

The Ministry of Economic Affairs and Climate Policy (EZK) have policies and ambitions in the areas of social return, diversity and inclusion, supply chain responsibility (ISV), the environment (including biodiversity), climate, circular economy (including bio-based), SME-friendly and innovation-oriented procurement.
To realise these policies and ambitions, Socially Responsible Contracting and Procurement (MVOI) is utilised as one of the instruments. MVOI stems from (international) agreements, the Paris Climate Agreement and the Climate Pact. Sectors and market players have translated this into the Sustainable Development Goals. The government's 'Procurement with Impact' policy states that, in procurement, the focus must always be first and foremost on what is achieved through the procurement.
Government policy focuses on:

- achieving climate neutrality by 2030;
- reducing the use of primary raw materials by 50% by 2030;
- achieving a fully circular economy by 2050;
- promoting labour market participation;
- making international production chains more sustainable;
- promoting innovation.

Ministries and government departments have translated the government's policy into more specific targets by drawing up MVOI actieplannen (MVOI action plans). By setting out requirements in relation to the contract, this tender seeks suppliers who will contribute to achieving these targets.

2. Description of assignment

2.1 Description and objective of the assignment

Project background and ambition

Côte d'Ivoire is one of the world's leading producers of raw cashew nuts. While local processing has increased considerably over the past decade, a substantial share of cashew nuts continues to be exported for processing in Asia before reaching European markets. Processing cashew locally and exporting directly to Europe offers opportunities to retain more value within Côte d'Ivoire, strengthen local businesses and reduce emissions associated with international transport.

However, small and medium-sized cashew processing enterprises (SMEs) face significant challenges in competing on international markets. These include limited access to raw materials, insufficient supply reliability, gaps in business and export management, limited market information and buyer relationships, and difficulties in meeting increasing European market requirements.

A particular challenge is the limited ability of SMEs to demonstrate the origin and sustainability characteristics of their cashew. While local processing offers a potential lower-emission advantage, this is not sufficiently documented or recognised by European buyers. Most SMEs lack the traceability systems, resources and skills required to demonstrate the origin of their products and access market opportunities that value transparency and sustainability.

At the same time, the wider ecosystem does not yet provide sufficient accessible and financially sustainable services to support SMEs in overcoming these challenges.

The CBI project builds on the results of the previous CBI Cashew Nuts Côte d'Ivoire & Benin project (2019–2024) and the outcomes of the Future Search conference organised by CBI and the Conseil du Coton, de l'Anacarde et du Karité (CCAK) in April 2026. During this conference, public and private stakeholders identified nine shared priorities for the sustainable development of the Ivorian cashew sector and developed initial action plans.

The project aims to support the part of the implementation of these locally identified priorities, with particular attention to traceability, SME competitiveness, market access and collective sector development.

Long-term vision related to the CBI project: Côte d'Ivoire adds and captures more value from its cashew. It is recognised in Europe as a traceable, low-carbon origin, and within the country, local SMEs thrive alongside the large players. Through traceability, the sector is better prepared for tightening EU rules, such as deforestation-free and due-diligence requirements, turning compliance into a competitive advantage.

Project ambition: Ivorian SME cashew processors become competitive, trusted suppliers to Dutch and European buyers by improving traceability, professionalising their operations, differentiating their offer and using by-products to cut waste and emissions. They are supported by public and private service providers that help SMEs adopt these practices. At sector level, actors work together to address their shared priorities and position Cote d'Ivoire as a traceable, low-emission origin for cashews.

Project objectives and solution pathways

The project is structured around three interconnected solution pathways.

Pathway 1. Traceability: SMEs can prove the origin and low-emission advantage of their cashew, enabling more low-emission cashew exports from Côte d'Ivoire to Europe

The objective of this pathway is to enable cashew processing SMEs to demonstrate the origin and lower-emission advantage of their products, thereby strengthening their access to Dutch and European markets.

The project will support SMEs in identifying and adopting appropriate and affordable traceability systems, strengthening supply relationships with farmers and intermediaries, and using traceability information to improve supply management and business performance.

The project will also investigate how traceability can support compliance with relevant European market requirements, facilitate access to certified and niche markets, and contribute to developing a credible market proposition for locally processed cashew.

European buyers and relevant service providers will be engaged to validate market requirements, assess demand and identify sustainable solutions for SMEs.

Pathway 2: SMEs are competitive through professionalisation, differentiation, and by-product valorisation. The ecosystem supports SMEs to stay this way.

The objective of this pathway is to strengthen the competitiveness and export readiness of cashew processing SMEs, while developing a supporting ecosystem that enables companies to maintain and further improve their performance.

The project will support participating SMEs in improving their business and export management, production quality, supply management, marketing and buyer relationships. Support will be tailored to the needs and development stage of individual companies, building on the achievements of SMEs previously supported by CBI.

Special attention will be given to identifying opportunities for differentiation and access to higher-value and niche markets, including opportunities arising from traceability and certification.

The project will also explore the commercial feasibility of valorising cashew byproducts at SME level through targeted research and pilots.

An important element of this pathway is strengthening existing public and private business support services. The project will work with relevant service providers to improve their capacity and develop financially viable services that remain accessible to SMEs beyond the period of CBI support.

Pathway 3: The sector works together to carry forward its shared priorities, including positioning Côte d'Ivoire as a traceable, sustainable origin

The objective of this pathway is to strengthen collaboration, coordination and collective action among stakeholders in the Ivorian cashew sector, enabling sustainable changes that extend beyond individual companies.

Building on the outcomes of the Future Search conference, the project will support stakeholders in further developing and implementing their shared priorities and action plans.

This includes facilitating multistakeholder processes, strengthening cooperation between public and private actors, supporting relevant sector organisations and working groups, and ensuring that the interests of SMEs are adequately represented.

An important element will be supporting CCAK and other sector stakeholders in developing and implementing a collective positioning and branding strategy for Côte d'Ivoire as a traceable, sustainable and lower-emission cashew origin. The strategy will be informed by market opportunities and validated with relevant European buyers.

The project will seek to strengthen local ownership and the capacity of sector organisations and other stakeholders to independently sustain coordination, collective action and relevant support services beyond CBI's involvement.

A systemic and adaptive approach

CBI applies a systemic approach to support sustainable transitions in export-oriented sectors. This approach recognises that the challenges facing SMEs are influenced not only by individual

company capacities, but also by the relationships, incentives, services and institutional arrangements within the wider market system.

The project therefore aims to address underlying causes of limited competitiveness, traceability and sustainable market access, rather than focusing exclusively on direct support to individual companies.

The approach combines direct SME support with the facilitation of market actors, service providers and sector organisations to develop and implement solutions that can be sustained and scaled.

Local ownership is a central principle. CBI and its contracted experts will work in close cooperation with relevant stakeholders, building on existing initiatives and capacities and encouraging local actors to take responsibility for the development and continuation of solutions.

The project will follow an adaptive implementation approach. Activities and interventions will be further developed and adjusted based on research, stakeholder engagement, practical experience, monitoring and learning.

The initial inception phase will focus on validating key assumptions, assessing needs and opportunities, identifying suitable SMEs and partners, and testing the feasibility of proposed interventions. Findings from this phase will inform the detailed design and implementation of subsequent project activities.

Objective and scope of the assignment

Through this tender, CBI seeks to contract specialised expertise to support the development and implementation of the three interconnected solution pathways.

The expertise is organised into three lots:

Lot I: Market Access & Business Export coaching
This lot focuses on strengthening SME competitiveness, business and export management, access to Dutch and European markets, and the development of sustainable market access and business support services.

Lot II: Traceability & Sustainable Supply Chain Development
This lot focuses on identifying and implementing suitable traceability systems, supporting SMEs in meeting relevant Responsible Business Conduct requirements, strengthening their capacity to apply these practices and supporting sustainable local service provision.

Lot III: Ecosystem Development & System Change
This lot focuses on facilitating multistakeholder collaboration, supporting collective strategies and action plans, strengthening relevant sector organisations and contributing to lasting systemic change in the Ivorian cashew sector.

Each lot consists of two complementary expert roles. The experts will contribute distinct but closely related knowledge and experience, combining broader technical and strategic expertise with in-depth knowledge of the local context and practical implementation capacity.

The experts are expected to work closely together within their respective lots and to collaborate actively with experts from other lots, CBI staff, relevant project partners and additional experts contracted separately by CBI. For example, an expert with expertise on sector branding will be contracted separately, and the experts contracted through this tender will be expected to work closely with this expert.

Throughout the assignment, the experts are expected to contribute to joint planning, stakeholder engagement, implementation, monitoring, reflection and adaptation of project activities.

CBI will retain overall responsibility for project management, strategic decisions, monitoring, budget management and coordination of the project as a whole.

The specific responsibilities, activities and expertise required for each lot and expert role are described in the following sections of this Tender Document.

2.2 Target group and beneficiaries

For Lot I: Market access and business export coaching

All stakeholders in the cashew sector in Côte d'Ivoire, particularly:

- SME cashew processors in Cote d'Ivoire (including SMEs previously supported by CBI) that already export or are export ready for the European market, and are interested in adopting traceability systems, improving supply chain transparency and strengthening RBC practices.
- Dutch and European cashew buyers, importers and traders interested in sourcing traceable, sustainable and locally processed cashew from Côte d'Ivoire.
- Public and private service providers and sector organisations supporting SMEs with business development, export readiness, market information, marketing and access to European markets.

For Lot II: Traceability & Sustainable Supply Chain Development

All stakeholders in the cashew sector in Côte d'Ivoire, particularly:

- SME cashew processors in Cote d'Ivoire (including SMEs previously supported by CBI) that already export or are export ready for the European market, and are interested in adopting traceability systems, improving supply chain transparency and strengthening RBC practices.
- Farmers, cooperatives, intermediaries and other supply chain actors involved in establishing traceable and reliable cashew supply relationships.
- Public and private service providers supporting SMEs with traceability systems, certification, RBC compliance and related services.
- Dutch and European cashew buyers interested in traceable and responsibly sourced cashew from Côte d'Ivoire.

For Lot III: Ecosystem Development & System Change

All stakeholders in the cashew sector in Côte d'Ivoire, particularly:

- Public institutions and regulatory bodies, including CCAK.
- Sector organisations and associations representing cashew producers, processors, buyers and exporters.
- Public and private service providers and other actors in the enabling environment.
- SME cashew processors and other private sector stakeholders.
- Development partners, financial institutions and other organisations supporting sustainable sector development.
- Stakeholders participating in the Future Search working groups and other multistakeholder initiatives aimed at strengthening sector collaboration, collective action and local ownership.

- Organisations involved in developing and sustaining the collective positioning of Côte d'Ivoire as a traceable, sustainable cashew origin.

Final beneficiaries

The primary beneficiaries of the project are SME cashew processors in Côte d'Ivoire, whose competitiveness, access to European markets and ability to meet increasing market requirements are expected to improve.

Cashew farmers and other actors in the supply chain are expected to benefit indirectly through stronger and more stable supply relationships, increased local value addition and a more sustainable and competitive cashew sector.

2.3 Target market

The target market for this project is the segment of the Dutch and wider European cashew market that demands traceable, sustainably produced cashew and/or is interested in cashew processed locally in Côte d'Ivoire, particularly buyers seeking transparent, responsible and lower-emission supply chains.

2.4 A systems approach for sector transitions

CBI employs a systems approach to foster transitions towards inclusive and sustainable economies. This approach views a system as a dynamic network of actors, interests, norms, and practices shaping economic outcomes. By understanding the entire market system, we identify and address the root causes of sustainability challenges, integrating this perspective into every project phase for practical implementation.

Our approach balances expert-led and participatory methods. The expert-led approach relies on CBI's project managers and external experts, using business case insights and professional expertise to design interventions. In contrast, the participatory approach puts design ownership in sector stakeholders and market players, fostering collaborative intervention ideas through workshops.

The process begins with demarcating the targeted system part, followed by envisioning a future-proof, well-functioning, sustainable sector. This vision guides the development of intervention strategies, continuously validated and refined by CBI project managers, external experts, and local stakeholders.

Through our projects, we seek to address market failures' root causes for lasting, inclusive growth. We focus on systemic changes and sustainable service delivery models development. In this project, we will facilitate rather than directly implement as much as possible, encouraging market actors and institutions to develop solutions and services for sector-specific constraints and opportunities. Our goal is to establish long-term, sustainable services, with an exit strategy envisioned from the start.

2.5 Expert Roles

The assignment comprises three lots with two complementary roles per lot. The descriptions below identify the main responsibilities. Specific activities and deliverables will be agreed with CBI through Further Agreements, taking account of the inception findings and the evolving needs of the project.

Lot I: Market access and business export coaching

Role I: EU Market Access & SME Development Expert

This expert:

- Identifies EU cashew market opportunities and buyer requirements, with attention to Dutch buyers, differentiated products, certification and traceable cashew.
- Uses an established network of European cashew importers to validate market demand, facilitate matchmaking and support lasting buyer relationships for Ivorian SMEs.
- Translates buyer requirements into practical SME export coaching, including market positioning, buyer communication, business management and export readiness.
- Advises on commercial opportunities for by-product valorisation and on relevant sustainability and RBC expectations, coordinating specialist input with Lot II.
- Works with local service providers to strengthen financially viable market access and export support services, applying MSD principles.
- Shares market intelligence with the separately engaged branding expert and works with Role II and Lots II and III on joint coaching, knowledge exchange and coherent implementation.

Role II: SME Business & Export Coach

This expert:

- Assesses SME coaching needs, including those of previous CBI participants, and provides practical coaching on production quality and capacity, business organisation, supply management and export readiness, using input from Role I on EU market and buyer requirements.
- Helps SMEs prepare and implement company improvement plans, with regular follow up on progress, buyer communication and commercial challenges.
- Uses an active Ivorian cashew network to engage processors, adapt coaching to local realities and identify feasible differentiation and value addition opportunities.
- Works with local service providers to sustain business support beyond the project.
- Organises company visits, training, buyer meetings and other activities, including logistics, and works with Role I and other lots through mutual knowledge exchange.
- Must be able to be present in Abidjan within one (1) hour of travel when required for project activities.

Lot II: Traceability & Sustainable Supply Chain Development

Role I: Traceability Systems & RBC (Responsible Business Conduct) Expert

This expert:

- Assesses existing traceability initiatives and identifies affordable systems suitable for tracing cashew towards farm level in the Ivorian SME context.
- Advises on practical supply chain arrangements among processors, farmers, cooperatives and intermediaries to support reliable and transparent sourcing.

- Translates relevant EU buyer and market requirements for traceability and RBC into practical SME approaches, coaching and technical guidance.

- Supports SMEs in using traceability data to improve supply management, quality and costs, and examines adoption barriers and financing needs.

- Applies MSD principles to strengthen accessible and financially viable local traceability support services beyond CBI funding.

- Contributes technical evidence to the project's traceable, lower-emission market proposition and works with Role II and the other lots to adapt tools, coaching and implementation.

Role II: Traceability & RBC Implementation Expert

This expert:

- Assesses existing traceability and sourcing practices among Ivorian cashew SMEs and identifies practical gaps in procedures and supply relationships.

- Coaches SMEs to implement and routinely use traceability systems, including record keeping, data collection and supplier links.

- Provides practical training and follow up on RBC risks and improvements, working with SMEs and relevant supply chain actors.

- Helps SMEs use traceability data for supply management and quality, monitors implementation and resolves emerging obstacles with Role I.

- Organises company visits, workshops and stakeholder meetings, including logistics, and exchanges lessons with Role I, local service providers and the other lots.

- Must be able to be present in Abidjan within one (1) hour of travel when required for project activities.

Lot III: Ecosystem Development & System Change

Role I: Ecosystem Development & System Change Expert

This expert:

- Analyses market system barriers and the incentives and relationships of stakeholders, in order to identify opportunities for lasting change in the Ivorian cashew ecosystem.

- Personally leads and facilitates strategic key multistakeholder events and decision-making sessions, managing differing interests to build consensus and secure decisions.

- Supports CCAK, other relevant stakeholders and Future Search working groups in turning shared priorities into collective strategies, action plans and accountable commitments.

- Strengthens sector organisations and service providers to sustain coordination, collective action and useful services beyond CBI support.

- Facilitates alignment on traceability, SME competitiveness, value addition and sector positioning while respecting the technical expertise of other lots.

- Works with Role II to prepare meetings on Cote d'Ivoire's position as a traceable, low-emission origin, follow up on commitments and adapt the systemic approach

- Supports local ownership of origin branding with CCAK and the separately engaged branding expert.

Role II: Stakeholder Engagement & Ecosystem Coordination Expert

This expert:

- Uses knowledge of Ivorian cashew policy, institutions and stakeholder dynamics, together with an active local network, to engage public and private actors.

- Prepares and facilitates recurring working group sessions and follow-up meetings, encouraging participation, constructive dialogue and concrete progress on agreed actions.

- Coordinates implementation and follow up of collective actions, maintaining stakeholder contact and tracking commitments and progress.

- Supports sector organisations and working groups through practical coaching, stakeholder research and information on policy and institutional developments.

- Organises workshops, consultations and visits, manages logistics and shares documented outcomes and lessons with Role I and the other lots.

- Must be able to be present in Abidjan within one (1) hour of travel when required for project activities.

2.6 Role of the expert within the project team

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

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

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

2.7 Lots

The invitation to tender has been divided into three (3) lots (see table below). By using a mechanism of a general framework agreement and Further Agreements for specific assignments, it is possible to plan the activities in line with the development of the project and to specify the exact scope at the moment that an expert is needed. Per lot we plan to conclude one (1) Contract.

Lot	**Number of Framework Agreements**
1. Market access and business export coaching	1

2. Traceability & Sustainable Supply Chain Development	1
3. Ecosystem Development & Systemic Change	1
Total	**3**

Tenderers can register for a maximum of two (2) lots, an expert may not be nominated for more than one (1) lot.

2.8 Contract Period

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

- Inception phase: This phase will last one (1) year, from 1 April 2027 up to and including 31 March 2028. The Contracting Authority has the unilateral option to extend the Contract for the Execution 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.
- Execution phase: Following the inception phase, the Contracting Authority has the option to extend the Contact for two (2) years for the execution phase, from 1 April 2028 up to and including 1 April 2030. The Contacting Authority may subsequently extend the execution phase once by two (2) years, resulting in a maximum total execution phase of four (4) years, up and including 1 April 2032. The total duration of the Contract per lot is maximum five (5) years.

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

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

Conversely, the Contracting Authority is entitled to terminate the Contract per lot prematurely as soon as the maximum value (paragraph 2.9) of the Contract for that particular lot is reached, without any further compensation. Contracting Authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

2.9 Scope of the assignment

The Tendering authority has estimated a total contract value (including optional extension years) in EUR as € 1.100.000 (exclusive of Dutch VAT and including local foreign VAT and all other costs and fees). The total maximum contract value (including optional extension years) in EUR is € 1.290.000 The value of each lot results in:

Lot	Estimated Contract value in EUR (excl. Dutch VAT and incl. alle local VAT and fees)	Maximum Contract value in EUR (excl. Dutch VAT and incl. all local VAT and fees)
1. Market access and business export coaching	€ 400.000	€ 470.000
2. Traceability & Sustainable Supply Chain Development	€ 400.000	€ 470.000
3. Ecosystem Development & Systemic Change	€ 300.000	€ 350.000

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.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender Document and declare that you will continue to comply with these throughout the entirety of the contract period and that you agree to the statement in Appendix 6, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 General requirements

3.1.1	**Submission limit:** Individual Tenderers and firms are allowed to send in a maximum of (2) team proposals NB: if this is for lot 1 and 2 both teams have to consist of different people.
3.1.2	**The lead expert of each separate team** - Single Point of Contact and responsibility: each team should assign a lead expert (this can be role 1 or role 2). The lead expert of each team serves as the single point of contact for communication with CBI; multiple contact persons are not permitted. The lead expert has ultimate responsibility for all specific services outlined in the Further Agreement within the Contract.
3.1.3	**Curriculum Vitae Requirements:** A team proposal must consist of two (2) individuals, each assigned to one of the two (2) different roles per lot. All Tenderers applying for this tender must include a Curriculum Vitae (CV) for each of the roles in their Tender.
3.1.4	**Independence and conflict of interest:** The team members must be able to act fully independent and without any conflict of interest as a representative of CBI in the Ivorian cashew sector. This entails, among others, that the team members should not be directly or indirectly contracted or employed by (or own) selling parties in Ivorian cashew products covered by this tendering procedure.
3.1.5	**Replacement team member:** In case of a replacement of one of the team members, this is only possible after approval by the CBI programme manager, and only if the new expert meets the requirements specified in chapter 3, as well as the generally applicable conditions under this tendering procedure. In the event of the replacement of one of the experts in the team, the costs of the transition will be borne by the Contractor. This includes, but is not limited to, costs for building a trust relationship with the companies and sector associations in the project, as well as costs for getting sufficiently acquainted with the CBI working methods and procedures.
3.1.6	**Working schedule:** The work is done continuously throughout the year/week and not arranged via fixed days per week or per month.
3.1.7	**Handling non-performance within the team:** If a team member does not perform adequately in their role—e.g., is unable to properly execute the assignment and/or collaborate effectively with others—the Contractor will first receive a written warning from the Contracting Authority. If the situation does not improve or no appropriate solution is provided, a second and final warning will be issued. Should the issue remain unresolved thereafter, the Contracting Authority reserves the right to terminate the Contract.
3.1.8	**Further Agreements:** As part of the assignment, the expert(s) will, upon request of the CBI programme manager, prepare a draft Terms of Reference. Based on this draft, the CBI programme manager will then prepare the final Terms of Reference, which will be attached to the Further Agreement.

3.2 Requirements relating to Lot 1 M*arket access and business export coaching*

Role I EU Market Access & SME Development Expert

The expert must meet the following requirements. Relevant experience must be clearly demonstrated in the CV, with examples of assignments and activities already performed.

3.2.1	At least three (3) years of professional experience within the last ten (10) years in the cashew sector or in a comparable edible nut sector in developing or emerging economies, in a commercial, technical or advisory role.
3.2.2	Demonstrable professional network of buyers, importers and/or traders in the European cashew sector or in a comparable edible nut sector, including in the Netherlands, including proven experience engaging this network for market access and business matchmaking activities.
3.2.3	At least three (3) years of experience within the last ten (10) years helping cashew or comparable edible nut sector processing SMEs in developing or emerging economies meet European market and buyer requirements and translating these requirements into practical company-level improvements.
3.2.4	Demonstrated experience supporting SMEs in developing or emerging economies in adopting more sustainable production practices in line with EU market and buyer sustainability requirements, including relevant certification schemes, and translating these into practical improvement plans, coaching and/or training activities.
3.2.5	Demonstrated knowledge of by-product valorisation in the agri-food sector, preferably cashew, and how SMEs can identify and integrate such opportunities into their business model.
3.2.6	At least three (3) years of experience within the last ten (10) years coaching and training SMEs in developing or emerging economies on business management and export readiness, including transferring knowledge and coaching approaches to local experts or service providers.
3.2.7	Experience supporting the development of financially viable business support services for SMEs, preferably using a Market Systems Development (MSD) approach.
3.2.8	Experience in at least two (2) assignments within the last ten (10) years working as part of a multidisciplinary expert team, collaborating with experts from different technical fields and aligning activities to achieve shared project objectives.
3.2.9	At least two (2) years of experience coaching via remote platforms such as Zoom and Teams.
3.2.10	The expert must demonstrate in the CV proficiency in English at C1 CEFR level or comparable, and French at B2 CEFR level or comparable. Native speakers are considered to meet the required level for their respective language, provided native proficiency is explicitly stated in the CV.

Language proficiency levels:

Language	**Required level and description**
English	C1 Can understand demanding, longer texts and implicit meaning; express ideas fluently and spontaneously; and use language flexibly and effectively in professional settings. Can produce clear, well-structured, detailed text on complex subjects.

French	B2 Can understand the main ideas of complex texts, including technical discussions in their field; interact with sufficient fluency and spontaneity for regular professional communication; and produce clear, detailed text and explain viewpoints.

Role II SME Business & Export Coach

The expert must meet the following requirements. Relevant experience must be clearly demonstrated in the CV, with examples of assignments and activities already performed.

3.2.11	At least three (3) years of professional experience within the last ten (10) years in the cashew sector in Côte d'Ivoire, including work with cashew processors and/or exporters.
3.2.12	An active professional network within the cashew sector in Côte d'Ivoire, including SME processors and relevant sector stakeholders, demonstrated through at least three (3) examples of professional collaboration within the last five (5) years.
3.2.13	At least three (3) years of experience within the last ten (10) years of coaching and/or training cashew processing SMEs in Côte d'Ivoire on improving product quality, production capacity and/or production processes.
3.2.14	Demonstrated experience coaching and/or training SMEs in Côte d'Ivoire on at least two (2) of the following areas: organisational management, marketing and sales, supply management, and export readiness.
3.2.15	Demonstrated knowledge of by-product valorisation opportunities in the Ivorian cashew sector.
3.2.16	Experience organising or providing logistical support for at least three (3) business events within the last ten (10) years, such as workshops, training sessions, buyer meetings, trade fairs or matchmaking events.
3.2.17	Demonstrated experience collaborating as a member of at least two (2) multidisciplinary project teams within the past five (5) years, sharing local stakeholder insights and coordinating day-to-day activities with experts from different technical fields.
3.2.18	Ability to be physically present in Abidjan within one (1) hour of travel when required for project activities. The expert must confirm this availability in the proposal.
3.2.19	Demonstrated experience working via remote platforms such as Zoom, Teams, etc..
3.2.20	The expert must demonstrate in the CV proficiency in French at C1 CEFR level or comparable, and English at B2 CEFR level or comparable. Native speakers are considered to meet the required level for their respective language, provided this is explicitly stated in the CV.

Language proficiency levels:

Language	**Required level and description**
French	C1 Can understand demanding, longer texts and implicit meaning; express ideas fluently and spontaneously; use language flexibly in professional settings; and produce clear, well-structured text on complex subjects.

English	B2 Can understand the main ideas of complex texts, including technical discussions in their field; interact with sufficient fluency and spontaneity; and produce clear, detailed text on a wide range of subjects.

3.3 Requirements relating to Lot 2 Traceability & Sustainable Supply Chain Development

Role I Traceability Systems & RBC Expert

The expert must meet the following requirements. Relevant experience must be clearly demonstrated in the CV, with examples of assignments and activities already performed.

3.3.1	At least five (5) years of professional experience within the last ten (10) years in traceability systems for agricultural commodities or food value chains comparable to the edible nuts sector, including experience in developing or emerging economies.
3.3.2	Demonstrated knowledge of European market requirements and applicable EU rules relating to traceability and supply chain due diligence for agricultural products sourced from developing or emerging economies, and experience translating these requirements into practical actions for SMEs in smallholder-based value chains, such as cashew, cocoa or coffee.
3.3.3	Experience implementing or supporting the implementation of traceability systems in at least two (2) SMEs in developing or emerging economies within the last ten (10) years, preferably in West Africa.
3.3.4	Demonstrated experience advising SMEs in developing or emerging economies on Responsible Business Conduct (RBC), including identifying relevant risks and supporting practical measures to meet buyer and compliance requirements.
3.3.5	Proven experience in using traceability data to back up sustainability or low-emission claims, and in turning technical findings into evidence-based input for market positioning.
3.3.6	Experience in at least two (2) assignments within the last ten (10) years working as part of a multidisciplinary expert team, collaborating with experts from different technical fields and aligning activities to achieve shared project objectives.
3.3.7	The expert must demonstrate in his/her CV English proficiency of at least C1 CEFR or comparable and French proficiency of at least B2 CEFR or comparable. Native speakers are considered to meet the applicable language requirement, provided this is explicitly stated in the CV.

Language proficiency levels:

Language	**Minimum required CEFR level and description**
English	C1 Can understand a wide range of demanding, longer texts and implicit meaning; express ideas fluently and spontaneously; and produce clear, well structured, detailed text on complex professional subjects.
French	B2

	Can understand the main ideas of complex texts, including technical discussions in their field; interact with sufficient fluency and spontaneity; and produce clear, detailed text on a range of professional subjects.

Role II Traceability & RBC Implementation Expert

The expert must meet the following requirements. Relevant experience must be clearly demonstrated in the CV, with examples of assignments and activities performed.

3.3.8	At least three (3) years of professional experience within the last ten (10) years in traceability in the cashew sector in Côte d'Ivoire, including knowledge of local supply chain practices and relevant sector actors.
3.3.9	Demonstrated experience with traceability systems applied in Côte d'Ivoire in the cashew sector and/or comparable agricultural or food value chains, including knowledge of their practical use and suitability for SMEs.
3.3.10	At least three (3) years of experience within the last ten (10) years coaching and/or training SMEs in Côte d'Ivoire on traceability, including supply chain record keeping, product origin documentation and the use of traceability information.
3.3.11	Demonstrated knowledge of Responsible Business Conduct (RBC) principles and experience training and/or coaching SMEs in Côte d'Ivoire in applying relevant RBC practices and compliance requirements.
3.3.12	Experience organising or providing logistical support for at least three (3) professional events within the last ten (10) years, such as workshops, training sessions, stakeholder meetings or sector events.
3.3.13	Demonstrated experience collaborating as a member of at least two (2) multidisciplinary project teams within the past five (5) years, sharing local stakeholder insights and coordinating day-to-day activities with experts from different technical fields.
3.3.14	Ability to be physically present in Abidjan within one (1) hour of travel when required for project activities. The expert must confirm this availability in the proposal.
3.3.15	The expert must demonstrate in his/her CV French proficiency of at least C1 CEFR or comparable and English proficiency of at least B2 CEFR or comparable. Native speakers are automatically considered to meet the relevant proficiency standard, provided this is explicitly stated in the CV.

Language	**Required level and description**
French	C1 Can understand demanding, longer texts and implicit meaning; express ideas fluently and spontaneously; use language flexibly in professional settings; and produce clear, well structured, detailed text on complex subjects.
English	B2 Can understand the main ideas of complex texts, including technical discussions in their field; interact with sufficient fluency and spontaneity; and produce clear, detailed text on familiar and professional topics.

3.4 Requirements relating to Lot 3 Ecosystem Development & System Change

Role I Ecosystem Development & System Change Expert

The expert must meet the following requirements. Relevant experience must be clearly demonstrated in the CV, with examples of assignments and activities already performed.

3.4.1	At least five (5) years of professional experience within the last ten (10) years leading or facilitating multi-stakeholder processes involving public and private sector actors, including consensus building and joint decision making on complex sector challenges.
3.4.2	Demonstrated experience facilitating the development of shared sector strategies and collective action plans, including translating stakeholder priorities into agreed actions, responsibilities and implementation arrangements.
3.4.3	At least three (3) years of experience within the last ten (10) years in developing or emerging economies supporting lasting change in how a sector functions (systemic change), including analysing underlying sector dynamics (root causes) and stakeholder incentives and working with multiple actors to bring about that change.
3.4.4	Familiarity with Market Systems Development (MSD) principles is required and should be demonstrated.
3.4.5	Demonstrated experience strengthening the organisational capacity of sector associations, business support organisations and/or service providers, including coaching, training and support for sustainable service delivery and local ownership.
3.4.6	Experience supporting the implementation and follow-up of collective action plans, including facilitating stakeholder commitments, monitoring progress and adapting activities based on lessons learned.
3.4.7	Demonstrated experience applying participatory approaches to stakeholder engagement, joint problem solving and collective planning, such as Future Search, Human Centred Design or comparable methodologies.
3.4.8	Demonstrated knowledge in at least one (1) assignment within the last 10 years working with agricultural value chains and private sector development in developing or emerging economies, preferably in West Africa. Knowledge of the cashew sector is considered an advantage.
3.4.9	Experience in at least two (2) assignments within the last ten (10) years working as part of a multidisciplinary expert team, collaborating with experts from different technical fields and aligning activities to achieve shared project objectives.
3.4.10	The expert must demonstrate in his/her CV English proficiency of at least C1 CEFR or comparable and French proficiency of at least C1 CEFR or comparable. Native speakers are considered to meet the applicable language requirement, provided this is explicitly stated in the CV.

Language proficiency levels:

Language	**Minimum required CEFR level and description**
English	C1 Can understand a wide range of demanding, longer texts and implicit meaning; express ideas fluently and spontaneously; and produce clear, well structured, detailed text on complex professional subjects.

French	C1 Can understand a wide range of demanding, longer texts and implicit meaning; express ideas fluently and spontaneously; and produce clear, well structured, detailed text on complex professional subjects.

Role II Stakeholder Engagement & Ecosystem Coordination Expert

The expert must meet the following requirements. Relevant experience must be clearly demonstrated in the CV, with examples of assignments and activities already performed.

3.4.11	At least three (3) years of professional experience within the last ten (10) years in the cashew sector in Côte d'Ivoire, including knowledge of sector policies, government priorities, regulatory constraints and national strategies for processing and export development.
3.4.12	Demonstrable and active professional network within the cashew sector in Côte d'Ivoire, including relationships with relevant government bodies, sector organisations, public and private service providers and SME processors. The expert must provide at least two (2) examples of stakeholder engagement through this network.
3.4.13	Experience supporting or facilitating at least two (2) multi-stakeholder initiatives within the last ten (10) years involving public and private actors, aimed at collective problem solving, sector development or institutional change.
3.4.14	Demonstrated experience facilitating at least three (3) large stakeholder meetings, workshops or consultation events within the last ten (10) years, including guiding discussions, encouraging broad participation and documenting agreed outcomes.
3.4.15	Demonstrated experience supporting the implementation and follow-up of stakeholder action plans, including maintaining contact with participating organisations, tracking agreed commitments and reporting progress.
3.4.16	Demonstrated organisational experience planning and delivering at least (3) meetings, workshops or sector events, including invitations, coordination with participants, agendas, logistics and follow-up documentation in the last five (5) years.
3.4.17	Ability to be physically present in Abidjan within one (1) hour of travel when required for project activities. The expert must confirm this availability in the proposal.
3.4.18	Demonstrated experience collaborating as a member of at least two (2) multidisciplinary project teams within the past five (5) years, sharing local stakeholder insights and coordinating day-to-day activities with experts from different technical fields.
3.4.19	The expert must demonstrate in his/her CV French proficiency of at least C1 CEFR or comparable and English proficiency of at least B2 CEFR or comparable. Native speakers are automatically considered to meet the relevant proficiency standard, provided this is explicitly stated in the CV.

Language proficiency levels:

Language	**Required level and description**

French	C1 Can understand demanding, longer texts and implicit meaning; express ideas fluently and spontaneously; use language flexibly in professional settings; and produce clear, well structured, detailed text on complex subjects.
English	B2 Can understand the main ideas of complex texts, including technical discussions in their field; interact with sufficient fluency and spontaneity; and produce clear, detailed text on familiar and professional topics.

3.5 Requirements relating to the prices/rates

3.5.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix 2 entitled 'Prices/Rates'.

3.5.2 The price/rates must be in euros and all inclusive. The price/rates do not include Dutch VAT and (if applicable) do include all local VAT, fees and costs. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, costs related to visa applications (except costs payable to a foreign Embassy for visa application), any applicable costs for e-invoicing, and local travel and accommodation expenses. "Local" is in this case the city where the expert is based.

3.5.3 Additional costs for subcontractors (coordination time, in a consortium or subcontracting arrangement) are not included. These costs cannot be charged to the Contracting Authority.

3.5.4 The maximum daily rate, excluding Dutch VAT and including (if applicable) of all local foreign VAT, and all other costs and/or fees for each expert under this Tender is as follows:

Lot 1: Role 1 max 750 EUR
Role 2 max 400 EUR
Lot 2: Role 1 max 750 EUR
Role 2 max 400 EUR
Lot 3: Role 1 max 750 EUR
Role 2 max 400 EUR

These daily rates are maximum rates. If Tenderer offers a higher rate per expert, the Tender is set aside and excluded from further participation in the tendering process.

3.5.5 In case your company is not located in Côte d'Ivoire**,** you may, when carrying out assignments in Côte d'Ivoire, invoice local expenses according to the flat rates on the UN-DSA list. Accommodation and local travel expenses may be invoiced at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN https://icsc.un.org/).

3.5.6 In case the expert is located in Côte d'Ivoire you can only invoice the abovementioned UN-DSA, when travelling to one of the cities of the project where the expert is NOT located in, after explicit approval of the CBI Programme Manager. The costs for travelling within your own city must be included in your daily rate.

3.5.7 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.

3.5.8 The Tenderer will not submit any zero or negative prices/rates.

3.6 Tax-related requirements

3.6.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration *(Belastingdienst)* or other tax authorities.

3.6.2 The Tenderer will quote the prices according to the following structure:
- 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.

3.6.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

3.6.4 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.

3.6.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

3.6.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.6.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.

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

3.7 Invoicing requirements (for all lots)

3.7.1 The payment schedule will be agreed upon in the Further Agreement.

3.7.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.7.3 **For companies established in the Netherlands**

E-invoicing

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

3.8 Travel policy (for all lots)

3.8.1 The following travel policy must be adhered to:
CBI has the explicit policy of 'digital first and local first' in order to reduce the environmental footprint of the project. This means that the Contractor performs its activities as much as possible through digital means and/or road transport.

3.8.2 International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice. International flight tickets and hotel costs are considered not to be included in the daily rate but are part of the total contract amount, as stated in section 2.9. As stated in 3.5.6 the costs for travelling within your own city must be included in the applicable daily rate.

3.8.3 Only economy class flight tickets will be reimbursed.

3.9 Changes (for all lots)

3.9.1 It is possible that the services specified in the Contract may change in the event of political budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

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

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

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

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.
http://wetten.overheid.nl/BWBR0032203/2016-07-01

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

Please refer to 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.

4.3 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 I: Market Access & Branding

Core competences role 1: EU Market Access & SME Development Expert
1. The Tenderer has helped cashew or relevant edible nut exporters from developing economies find and connect with European buyers, including in the Netherlands, and supported them in meeting buyer requirements.

Core competences role 2: SME Business & Export Coach
1. The Tenderer has coached cashew processing SMEs Côte d'Ivoire to improve business operations, product quality, supply management or export readiness, including organizing and delivering related training and activities.

Lot II: Traceability & Responsible Business Conduct

Core competences role 1: Traceability & RBC Expert
1. The Tenderer has assessed, selected or introduced traceability systems for SMEs in developing economies, taking account of buyer or regulatory requirements.

Core competences role 2: Traceability & RBC Implementation Expert
1. The Tenderer has coached SMEs in Côte d' Ivoire to put traceability systems and responsible business conduct improvements into practice in their daily operations.

Lot III: Ecosystem Development & Systemic Change

Core competences role 1: Ecosystem Development & Systemic Change Expert
1. The Tenderer has analysed challenges and underlying causes in an agricultural market ecosystem, and guided public and private stakeholders in turning the findings into shared strategies and action plans for lasting systemic change.

Core competences role 2: Stakeholder Engagement & Ecosystem Coordination Expert
1. The Tenderer has worked with government bodies, sector organisations and service providers in Côte d'Ivoire to build cooperation around shared sector priorities, including facilitating stakeholder meetings and following up on decisions and agreed actions.

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 three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

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:** do submit this evidence 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 article 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 sections 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 5.3.6 (for lot 2), and 5.3.7 up to and including 5.3.9 (for lot 3). The Tenderer must score a minimum of 48 out of 80 points (60%) that can be obtained on these award criteria. If these award criteria are valued with a lower score than 48 points out of the 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the price/rates.
b. Assessment of the prices/rates with the maximum of **20 points.** If the daily rate exceeds the maximum daily rate specified below, the Tender will be set aside excluded from further participation in the tendering process:

Lot 1: Market access and business export coaching
Role 1 (*EU Market Acces & SME Development Expert*) the maximum daily rate is € 750, excluding Dutch VAT and including local foreign VAT and all other costs.
Role 2 (*SME Business & Expert Coach*) the maximum daily rate is € 400, excluding Dutch VAT and including local foreign VAT and all other costs.

Lot 2 Traceability & Sustainable Supply Chain Development
Role 1 (*Traceability Systems & Responsible Business Conduct Expert*) the maximum daily rate is € 750, excluding Dutch VAT and including local foreign VAT and all other costs.
Role 2 (*Traceability & Responsible Business Conduct Implementation Expert*) the maximum daily rate is € 400, excluding Dutch VAT and including local foreign VAT and all other costs.

Lot 3 Ecosystem Development & System Change
Role 1 (*Ecosystem Development & System Change Expert*) the maximum daily rate is € 750, excluding Dutch VAT and including local foreign VAT and all other costs.
Role 2 (*Stakeholder Engagement & Ecosystem Coordination Expert*) the maximum daily rate is € 400, excluding Dutch VAT and including local foreign VAT and all other costs.

c. The total score (written responses + prices) will be determined. The maximum total points that can be obtained for each lot is 100 points (80+20).

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. 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, 5.3.6, for lot 3: 5.3.7, 5.3.8 and 5.3.9) 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.

3. 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 the CV includes 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 the CV refers 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.
4. The Tender must clearly identify the experts proposed for the relevant lot and the expert role for which each expert is proposed.
5. Describe the answers in your Tender for the award criteria in this section 5 in order of the given award criteria.
6. The CV of each expert and the response to the relevant award criterion must be included.

Please Note: A team proposal for lot 1, 2 and 3 must consist of 2 individuals, each assigned to one of the two (2) different roles (experts 1 and 2). Tenderers may submit a tender for maximum of two lots. 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, 2 and 3, 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, 2 and lot 3 are required to work closely together. By ensuring that the same individual is not assigned as an expert in two 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.

The table below summarises the award criteria per lot.

Award criteria Lot I Market access and business export coaching		**Maximum points available**
5.3.1	EU Cashew Market Opportunities & Buyer Engagement	30
5.3.2	SME Competitiveness & Sustainable Support Services	30
5.3.3	Collaboration, Coordination & Knowledge Sharing	20
5.4	Daily rate Role 1	10
5.4	Daily rate Role 2	10
	Total	**100**

Award criteria Lot II Traceability & Sustainable Supply Chain Development		**Maximum points available**
5.3.4	Traceability Systems & RBC Strategy	30
5.3.5	SME Traceability Implementation & Capacity Building	30
5.3.6	Collaboration, Coordination & Knowledge Sharing	20
5.4	Daily rate Role 1	10
5.4	Daily rate Role 2	10

	Total	**100**

Award criteria Lot III Ecosystem Development & System Change		**Maximum points available**
5.3.7	Ecosystem Development & System Change Strategy	30
5.3.8	Stakeholder Engagement & Collective Action	30
5.3.9	Collaboration, Coordination & Knowledge Sharing	20
5.4	Daily rate Role 1	10
5.4	Daily rate Role 2	10
	Total	**100**

5.3 Quality criteria

Lot 1 Market access and business export coaching

5.3.1 Award criteria relating to EU Cashew Market Opportunities & Buyer Engagement

Max. no. of points available	**Assessment aspects**
30	**Provide for this award criterion the following information:** **1. Market knowledge and buyer network.** Describe the main commercial opportunities in the Dutch and wider European market for cashew processed in Côte d'Ivoire, particularly traceable, certified and low emission cashew. Support your analysis with concrete examples from your professional experience and relevant assignments listed in your CV. Provide an overview of at least five (5) relevant buyers, importers and/or traders with whom you have had professional contact in the last five (5) years. For each, state the company or organisation, the nature of the professional relationship (including examples of engagement), and its relevance to market opportunities for Ivorian cashew processing SMEs. **2. Proposed approach to market access and buyer engagement.** Explain how you would identify commercially viable opportunities based on buyer requirements and SME capabilities; engage buyers through your existing network; support SMEs in improving export readiness and market positioning; and test demand for traceable, certified and low emission cashew without assuming a price premium. Explain the contributions of both Lot I experts. Describe how you would assess the success of buyer engagement and matchmaking activities, including lasting buyer relation-ships and concrete commercial opportunities for participating SMEs. **3. Relevant experience and lessons learned.** Provide one (1) relevant reference assignment on supporting SME exporters from developing or emerging economies to access European markets, preferably in cashew or edible nuts. Describe the context, objectives, your role (s), activities, concrete results (such as buyer relationships or commercial outcomes), lessons learned and their application to this project. You may refer to an assignment already submitted elsewhere in the Tender, provided the requested information is included here. **Assessment basis:**

	You can receive a maximum of 30 points. The assessment will be as follows: **1. For subcriterion 1:** The assessment team will evaluate the relevance and realism of identified market opportunities (3 points); the quality of supporting firsthand professional experience (3 points); and the relevance, depth and demonstrated strength of buyer relationships, particularly in the Netherlands, and their potential value for Ivorian SMEs (4 points). The number of contacts alone will not determine the score. (a total of 10 points) **2. For subcriterion 2:** The assessment team will evaluate the clarity, feasibility, specificity and relevance of the proposed approach to buyer engagement, matchmaking, SME readiness and market validation, including how the two experts complement each other, how the approach addresses the Ivorian cashew context, and how meaningful commercial progress would be assessed. (10 points) **3. For subcriterion 3:** The assessment team will evaluate the relevance of the reference assignment, the tenderer's clearly demonstrated contribution and results, and how convincingly its lessons learned can be applied to Ivorian cashew processing SMEs. (10 points) Word limit: Your response should not exceed 5 pages in total for this award criterion. Any text beyond this limit will not be considered in the assessment.

5.3.2 Award criteria relating to SME Competitiveness & Sustainable Support Services

Max. no. of points available	**Assessment aspects**
30	**Provide for this award criterion the following information:** **1. SME needs and coaching approach.** Describe the main business and export challenges faced by cashew processing SMEs in Côte d'Ivoire. Explain how you would assess individual SME needs and provide tailored coaching to improve competitiveness and export readiness. Explain the respective contributions of both experts in Lot I. Explain how you would monitor progress in SME competitiveness and export readiness and adapt coaching activities based on results, lessons learned and changing company needs. **2. Sustainable local support services.** Explain how you would assess existing market access and business support services, identify gaps and work with relevant Ivorian service providers to develop or improve services that SMEs can continue using after the project. Describe how you would test demand, affordability and the financial viability of these services, and how the experts would transfer skills and responsibilities to local providers. Include specific actions and realistic measures of success. **3. Relevant experience and lessons learned.** Provide one (1) relevant reference assignment showing practical experience coaching agricultural processing SMEs and one (1) relevant reference assignment strengthening local business support services in a developing or emerging economy. Refer to the relevant expert's CV and state the context, your role, actions taken, results achieved and lessons learned. Explain how these lessons would inform your proposed approach to the Ivorian cashew sector. A reference already submitted elsewhere in the tender may be cross-referenced, provided the required information is included here. **Assessment basis:**

	You can receive a maximum of 30 points. The assessment will be as follows: **1. For subcriterion 1:** The assessment team will evaluate the relevance of the identified SME challenges and the clarity, feasibility and specificity of the proposed coaching approach, usage of the complementary skills of both experts, monitoring of meaningful progress and adaptation of support where necessary. (10 points) **2. For subcriterion 2:** The assessment team will evaluate the practical feasibility and sustainability of the proposed service development approach, including understanding of the local service landscape, SME demand, financial viability, knowledge transfer and the potential for services to continue beyond CBI support. (10 points) **3. For subcriterion 3:** The assessment team will evaluate the relevance and credibility of the reference assignment, the expert's demonstrable contribution, tangible results and the realistic application of lessons learned to this project. (10 points) Word limit: Your response should not exceed 5 pages in total for this award criterion. Any text beyond this limit will not be considered in the assessment.

5.3.3 Award criteria relating to Collaboration, Coordination & Knowledge Sharing

Max. no. of points available	Assessment aspects
20	**Provide for this award criterion the following information:** **1. Collaboration within the lot and mutual learning** Describe how the two experts within your lot will work together to implement the assignment effectively. Explain how you will: • Divide and coordinate responsibilities, making effective use of both experts' complementary expertise. • Organise joint planning, implementation and follow up of activities. • Promote mutual learning and knowledge exchange between both experts, recognising the specific expertise and experience each brings to the assignment. • Share and adapt knowledge, tools and approaches to strengthen locally available expertise, while integrating these activities into regular project work. **2. Self-steering collaboration across lots and with CBI** Provide a practical approach for how your experts will contribute to a self-steering project team consisting of all six experts across the three lots. Describe how the team will: • Proactively coordinate planning, activities and deliverables across the three lots. • Share information, identify dependencies and jointly address operational challenges without requiring continuous direction from CBI. • Establish practical arrangements for communication, decision making, resolving disagreements and maintaining progress. • Collaborate with CBI through regular updates, joint reflection and reporting, while ensuring that strategic decisions, budget approvals and overall project management remain with CBI. **3. Previous experience and lessons learned**

	Provide one (1) relevant example of an assignment in which you worked effectively as part of a multidisciplinary team. Describe how responsibilities were divided, how team members collaborated and shared expertise, and how the team coordinated its activities and addressed challenges. Explain the results achieved, lessons learned and how these would be applied to the current assignment, particularly regarding collaboration, mutual learning and self-steering. **Assessment basis** The tenderer can receive a maximum of 20 points. The assessment will be as follows: **1. For subcriterion 1 (7 points):** The assessment team will evaluate the clarity, feasibility and effectiveness of the proposed collaboration between both experts, including the division of responsibilities, joint implementation and mutual knowledge exchange. Particular attention will be given to how both experts contribute their complementary expertise and how knowledge sharing strengthens locally available capacity without creating unnecessary additional work. **2. For subcriterion 2 (7 points):** The assessment team will evaluate the clarity, feasibility and effectiveness of the proposed self-steering collaboration across all three lots and with CBI. Particular attention will be given to proactive coordination, joint planning, information sharing, decision making, problem solving and the ability to maintain progress without continuous operational guidance from CBI. **3. For subcriterion 3 (6 points):** The assessment team will evaluate the relevance and results of the example provided, including demonstrated collaboration, mutual learning and self-steering within a multidisciplinary team. The applicability of the lessons learned to the current assignment will also be assessed. Word limit: The response should not exceed 4 pages in total for this award criterion. Any text exceeding this limit will not be considered in the assessment.

Lot 2 Traceability & Sustainable Supply Chain Development

5.3.4 Award criteria relating to Traceability Systems & RBC (Responsible Business Conduct) Strategy

Max. no. of points available	Assessment aspects
30	**Provide for this award criterion the following information:** **1. Traceability systems: knowledge and proposed approach** Describe the main challenges in establishing credible traceability to source for cashew processing SMEs in Côte d'Ivoire, considering farmers, intermediaries and processors. Explain which types of traceability systems or approaches could be suitable, drawing on comparable agricultural supply chains and your professional experience. Describe how you would assess, select and test options with SMEs and local service providers, considering affordability, data quality, ease of use, scalability and relevant EU buyer requirements. Explain how the proposed approach would support credible origin claims, without treating traceability alone as proof of lower emissions. **2. Responsible Business Conduct (RBC): knowledge and proposed approach** Identify the main RBC risks and relevant buyer or regulatory expectations affecting cashew processing SMEs and their supply chains in Côte d'Ivoire. Explain how you would assess SME practices and translate RBC principles into realistic and proportionate improvement actions, taking into account local conditions and limited SME resources. Describe how you would involve and coach SMEs and relevant stakeholders, prioritise actions and assess progress. **3. Relevant experience and lessons learned** Provide (2) relevant reference assignments demonstrating practical experience with traceability systems and RBC support in agricultural or food processing value chains in developing or emerging economies. Together, the examples must address both subjects; one assignment may cover both. For each example, state the context and objectives, your specific role, activities and decisions, results achieved, challenges encountered and lessons applicable to the Ivorian cashew sector. Refer to the relevant expert's CV. Existing references elsewhere in the tender may be cross-referenced if the requested details are included here. **Assessment basis:** A maximum of 30 points can be awarded, as follows: 1. **For subcriterion 1**: The assessment team will evaluate the accuracy and relevance of the traceability analysis and the clarity, feasibility and suitability of the proposed approach. Particular attention will be given to traceability to source, supply chain realities, SME affordability, data integrity, and the involvement of local actors. (10 points) 2. **For subcriterion 2:** The assessment team will evaluate the expert team's understanding of relevant RBC risks and requirements, and the feasibility and relevance of the proposed assessment, prioritisation and SME support approach. Proportionality, clear distinction between

	types of requirements and practical applicability to Ivorian SMEs will be assessed. (10 points) 3. **For subcriterion 3:** The assessment team will evaluate the relevance, credibility and demonstrated results of the reference assignment(s), the proposed experts' personal contribution, and the realistic application of lessons learned to both traceability and RBC in this project. (10 points) Word limit: Your response should not exceed 5 pages in total for this award criterion. Any text beyond this limit will not be considered in the assessment.

5.3.5 Award criteria relating to SME Traceability Implementation & Capacity Building

Max. no. of points available	Assessment aspects
30	**Provide for this award criterion the following information:** 1. **SME implementation and coaching plan.** Describe your practical approach to supporting cashew processing SMEs in Côte d'Ivoire to introduce and use traceability systems and improve RBC practices. Explain how you would assess different SME starting points, establish workable supply links to farms or transparent intermediaries, support data collection and verification, and integrate the systems into routine operations. Identify the principal implementation barriers and specific actions to overcome them. Explain how both experts will contribute to coaching, training, on-site follow-up and technical troubleshooting. 2. **Sustainable adoption and market systems development.** Provide a concise action plan for ensuring that traceability systems and RBC practices continue to be used beyond initial project support, applying Market Systems Development (MSD) principles. Explain how you would identify and address barriers and incentives affecting SMEs' adoption of traceability, including ongoing costs, financing options and the business value of traceability. Describe how you would engage and strengthen relevant local market actors, particularly service providers, to develop affordable and financially sustainable traceability support services that can continue without CBI funding. Explain how you would monitor adoption, service viability and SMEs' use of traceability information to improve their business operations, and adapt the approach based on results. Include realistic indicators or milestones. 3. **Relevant experience and lessons learned.** Provide one (1) relevant reference assignment demonstrating hands-on coaching or support to SMEs implementing traceability and/or RBC practices in a developing or emerging economy. State the context and objectives, the proposed expert's role, practical support provided, obstacles resolved, results achieved and lessons learned. Explain how these lessons would inform implementation and follow-up with Ivorian cashew processors. You may cross-reference an assignment submitted elsewhere, provided the information requested here is included. **Assessment basis:** You can receive a maximum of 30 points. The assessment will be as follows:

	1. **For subcriterion 1:** The assessment team will evaluate the feasibility, specificity and relevance of the implementation and coaching plan, including adaptation to SME needs, the realism of farm and intermediary linkages, practical data management and follow-up, and the effective use of the two experts' complementary capabilities. (10 points) **2**. **For subcriterion 2:** The assessment team will evaluate the clarity, feasibility and sustainability of the proposed approach, including the application of MSD principles to address barriers and incentives for traceability adoption. Particular attention will be given to the development of financially viable local support services, the role and incentives of relevant market actors, and the potential for continued adoption without project funding. The assessment will also consider the relevance of proposed monitoring indicators and the approach to learning and adaptation. (10 points) **3**. **For subcriterion 3:** The assessment team will evaluate the relevance and credibility of the reference assignment, practical outcomes and demonstrated contribution of the expert, as well as the applicability of the lessons learned to Ivorian cashew SMEs. (10 points) Word limit: Your response not exceed 5 pages in total for this award criterion. Any text beyond this limit will not be considered in the assessment.

5.3.6 Award criteria relating to Collaboration, Coordination & Knowledge Sharing

Max. no. of points available	**Assessment aspects**
20	**Provide for this award criterion the following information:** **1. Collaboration within the lot and mutual learning** Describe how the two experts within your lot will work together to implement the assignment effectively. Explain how you will: • Divide and coordinate responsibilities, making effective use of both experts' complementary expertise. • Organise joint planning, implementation and follow up of activities. • Promote mutual learning and knowledge exchange between both experts, recognising the specific expertise and experience each brings to the assignment. • Share and adapt knowledge, tools and approaches to strengthen locally available expertise, while integrating these activities into regular project work. **2. Self-steering collaboration across lots and with CBI** Provide a practical approach for how your experts will contribute to a self-steering project team consisting of all six experts across the three lots. Describe how the team will: • Proactively coordinate planning, activities and deliverables across the three lots. • Share information, identify dependencies and jointly address operational challenges without requiring continuous direction from CBI. • Establish practical arrangements for communication, decision making, resolving disagreements and maintaining progress.

	• Collaborate with CBI through regular updates, joint reflection and reporting, while ensuring that strategic decisions, budget approvals and overall project management remain with CBI. **3. Previous experience and lessons learned** Provide one (1) relevant example of an assignment in which you worked effectively as part of a multidisciplinary team. Describe how responsibilities were divided, how team members collaborated and shared expertise, and how the team coordinated its activities and addressed challenges. Explain the results achieved, lessons learned and how these would be applied to the current assignment, particularly regarding collaboration, mutual learning and self-steering. **Assessment basis** The tenderer can receive a maximum of 20 points. The assessment will be as follows: **1. For subcriterion 1 (7 points):** The assessment team will evaluate the clarity, feasibility and effectiveness of the proposed collaboration between both experts, including the division of responsibilities, joint implementation and mutual knowledge exchange. Particular attention will be given to how both experts contribute their complementary expertise and how knowledge sharing strengthens locally available capacity without creating unnecessary additional work. **2. For subcriterion 2 (7 points):** The assessment team will evaluate the clarity, feasibility and effectiveness of the proposed self-steering collaboration across all three lots and with CBI. Particular attention will be given to proactive coordination, joint planning, information sharing, decision making, problem solving and the ability to maintain progress without continuous operational guidance from CBI. **3. For subcriterion 3 (6 points):** The assessment team will evaluate the relevance and results of the example provided, including demonstrated collaboration, mutual learning and self-steering within a multidisciplinary team. The applicability of the lessons learned to the current assignment will also be assessed. Word limit: The response should <u>not exceed 4 pages</u> in total for this award criterion. Any text exceeding this limit will not be considered in the assessment.

Lot 3 Ecosystem Development & Systemic Change

5.3.7 Award criteria relating to Ecosystem Development & Systemic Change Strategy

Max. no. of points available	Assessment aspects
30	**Provide for this award criterion the following information:** **1. Systemic challenges and strategic opportunities.** Identify and analyse two (2) priority systemic challenges that limit the competitiveness, sustainability or collective development of Côte d'Ivoire's cashew processing ecosystem. Explain the underlying causes,

	the incentives and roles of key actors, and where collective action could create lasting change. Relate your analysis to priorities agreed through the 2026 Future Search (appendix 8), including the need to ensure that SME processors' interests are represented. Distinguish between what is already known and what should be validated during inception. **2. Strategy and action plan.** Describe your proposed approach to helping CCAK (Conseil Coton Anacarde Karite), sector associations, relevant public and private actors and Future Search working groups turn shared priorities into realistic collective action. Set out the main steps, the responsibilities and incentives of stakeholders, and how you would facilitate agreement, local ownership and follow-up. Explain how you would monitor emerging results, test assumptions and adapt the approach with CBI and stakeholders. Describe how the strategic expertise of Role I and local knowledge and facilitation strengths of Role II would be combined. **3. Relevant experience and lessons learned.** Provide one (1) relevant assignment demonstrating ecosystem development or systemic change in an agricultural or comparable market system, including a multistakeholder process that the proposed expert personally facilitated. Describe the context and root causes addressed, your role, the strategy applied, the facilitation activities personally led, stakeholder commitments, observable results and lessons learned. Explain how you would apply these lessons to the Ivorian cashew ecosystem. Cross-reference an earlier submission where relevant, but include the information needed for assessment here. **Assessment basis:** You can receive a maximum of 30 points. The assessment will be as follows: **1. For subcriterion 1:** The assessment team will evaluate the depth and relevance of the systems analysis, understanding of stakeholders and incentives, and ability to identify realistic opportunities for lasting change that build on the Future Search priorities and include SMEs. Distinguishing evidence from assumptions will be valued. (10 points) **2. For subcriterion 2:** The assessment team will evaluate the clarity, feasibility and systemic relevance of the proposed strategy, including locally owned collective actions, clear responsibilities, follow-up, learning and adaptation, and the complementary contributions of both experts. (10 points) **3. For subcriterion 3:** The assessment team will evaluate the relevance and credibility of the reference assignment, tangible results, the expert's own strategic and facilitation contribution and the applicability of lessons learned to this project. (10 points) Word limit: Your response should not exceed 5 pages in total for this award criterion. Any text beyond this limit will not be considered in the assessment.

5.3.8 Award criteria relating to Stakeholder Engagement & Collective Action

Max. no. of points available	**Assessment aspects**
30	**Provide for this award criterion the following information:**

	1. Stakeholder engagement and practical facilitation approach. Identify the stakeholder groups essential to the Future Search follow-up, including CCAK, cashew associations, SME processors, public bodies, service providers and working groups. Propose a facilitation plan for one realistic multistakeholder meeting where interests may differ (for example, prioritising actions on traceability or SME access to sector services). Describe the meeting objective, participants, agenda and facilitation methods, how you would encourage meaningful participation, manage power imbalances or disagreement, reach concrete decisions and capture commitments. Explain the distinct contributions of both experts, particularly Role II's direct engagement and facilitation responsibilities. **2. Sustained engagement, follow-up and local ownership.** Explain how you would keep stakeholders engaged between meetings, follow up decisions and commitments, and support working groups in progressing from shared priorities to action. Provide a practical follow-up plan identifying who tracks actions, deadlines and progress, how delays are addressed, and how CCAK and other local actors could progressively take ownership of convening and coordination. Include realistic milestones or indicators. Avoid duplicating technical services assigned to Lots I and II. **3. Demonstrated personal facilitation experience and lessons learned.** Describe two (2) relevant meetings or workshop processes facilitated by the proposed expert(s) within the last five (5) years, at least one of which involved multiple stakeholder groups with different interests. For each, identify the approximate number and types of participants, the objective, the expert who personally designed and/or facilitated the session, the methods used, a challenge encountered, and the decisions, commitments or subsequent actions achieved. Reference the relevant CV assignment(s). Explain how lessons learned would improve facilitation of the Ivorian cashew sector process. Merely organising an event or attending as an adviser does not demonstrate facilitation experience. **Assessment basis:** You can receive a maximum of 30 points. The assessment will be as follows: **1. For subcriterion 1:** The assessment team will evaluate the relevance and realism of the stakeholder engagement plan and the strength of the proposed facilitation methods, particularly how the experts would structure discussions, involve less influential participants, manage disagreements and obtain actionable decisions. A concrete and convincing meeting design will score higher than general statements about facilitation. (12 points) **2. For subcriterion 2:** The assessment team will evaluate the practicality of follow-up arrangements, stakeholder accountability, realistic milestones, continued participation and the potential for local institutions to sustain processes without CBI facilitation. (8 points) **3. For subcriterion 3:** The assessment team will evaluate credible evidence of the proposed experts' own hands-on facilitation, the difficulty and relevance of the settings, how challenges were handled, and observable meeting outcomes and follow-up actions. Roles limited to logistics, attendance or strategic advice will not be considered evidence of facilitation. (10 points) Word limit: Your response should not exceed 5 pages in total for this award criterion. Any text beyond this limit will not be considered in the assessment.

5.3.9 Award criteria relating to Collaboration, Coordination & Knowledge Sharing

Max. no. of points available	Assessment aspects
20	**Provide for this award criterion the following information:** **1. Collaboration within the lot and mutual learning** Describe how the two experts within your lot will work together to implement the assignment effectively. Explain how you will: • Divide and coordinate responsibilities, making effective use of both experts' complementary expertise. • Organise joint planning, implementation and follow up of activities. • Promote mutual learning and knowledge exchange between both experts, recognising the specific expertise and experience each brings to the assignment. • Share and adapt knowledge, tools and approaches to strengthen locally available expertise, while integrating these activities into regular project work. **2. Self-steering collaboration across lots and with CBI** Provide a practical approach for how your experts will contribute to a self-steering project team consisting of all six experts across the three lots. Describe how the team will: • Proactively coordinate planning, activities and deliverables across the three lots. • Share information, identify dependencies and jointly address operational challenges without requiring continuous direction from CBI. • Establish practical arrangements for communication, decision making, resolving disagreements and maintaining progress. • Collaborate with CBI through regular updates, joint reflection and reporting, while ensuring that strategic decisions, budget approvals and overall project management remain with CBI. **3. Previous experience and lessons learned** Provide one (1) relevant example of an assignment in which you worked effectively as part of a multidisciplinary team. Describe how responsibilities were divided, how team members collaborated and shared expertise, and how the team coordinated its activities and addressed challenges. Explain the results achieved, lessons learned and how these would be applied to the current assignment, particularly regarding collaboration, mutual learning and self-steering. **Assessment basis** The tenderer can receive a maximum of 20 points. The assessment will be as follows: **1. For subcriterion 1:** The assessment team will evaluate the clarity, feasibility and effectiveness of the proposed collaboration between both experts, including the division of responsibilities, joint implementation and mutual knowledge exchange. Particular attention will be given to how both experts contribute their complementary expertise and how

	knowledge sharing strengthens locally available capacity without creating unnecessary additional work. (7 points) **2. For subcriterion 2:** The assessment team will evaluate the clarity, feasibility and effectiveness of the proposed self-steering collaboration across all three lots and with CBI. Particular attention will be given to proactive coordination, joint planning, information sharing, decision making, problem solving and the ability to maintain progress without continuous operational guidance from CBI. (7 points) **3. For subcriterion 3:** The assessment team will evaluate the relevance and results of the example provided, including demonstrated collaboration, mutual learning and self-steering within a multidisciplinary team. The applicability of the lessons learned to the current assignment will also be assessed. (6 points) Word limit: The response should not exceed 4 pages in total for this award criterion. Any text exceeding this limit will not be considered in the assessment.

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

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

Lot 1 Market access and business export coaching

Role I EU Market Access & SME Development Expert

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

Role II SME Business & Export Coach

Daily rate	Awarded points
> € 400	Exclusion from the tender process
€ 391 up to and including € 400	0
€ 381 up to and including € 390	1
€ 371 up to and including € 380	2
€ 361 up to and including € 370	3
€ 351 up to and including € 360	4

€ 341 up to and including € 350	5
€ 331 up to and including € 340	6
€ 321 up to and including € 330	7
€ 311 up to and including € 320	8
€ 301 up to and including € 310	9
€ 300 and < € 300	10

<u>Lot 2</u> Traceability & Sustainable Supply Chain Development

Role I Traceability Systems & RBC Expert

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

Role II Traceability & RBC Implementation Expert

Daily rate	Awarded points
> € 400	Exclusion from the tender process
€ 391 up to and including € 400	0
€ 381 up to and including € 390	1
€ 371 up to and including € 380	2
€ 361 up to and including € 370	3
€ 351 up to and including € 360	4
€ 341 up to and including € 350	5
€ 331 up to and including € 340	6
€ 321 up to and including € 330	7
€ 311 up to and including € 320	8
€ 301 up to and including € 310	9
€ 300 and < € 300	10

<u>Lot 3</u> Ecosystem Development & System Change

Role I Ecosystem Development & System Change Expert

Daily rate	Awarded Points
> € 750	Exclusion from the tender process
€ 741 up to and including € 750	0
€ 731 up to and including € 740	1

€ 721 up to and including € 730	2
€ 711 up to and including € 720	3
€ 701 up to and including € 710	4
€ 691 up to and including € 700	5
€ 681 up to and including € 690	6
€ 671 up to and including € 680	7
€ 661 up to and including € 670	8
€ 651 up to and including € 660	9
€ 650 and < € 650	10

Role II Stakeholder Engagement & Ecosystem Coordination Expert

Daily rate	Awarded points
> € 400	Exclusion from the tender process
€ 391 up to and including € 400	0
€ 381 up to and including € 390	1
€ 371 up to and including € 380	2
€ 361 up to and including € 370	3
€ 351 up to and including € 360	4
€ 341 up to and including € 350	5
€ 331 up to and including € 340	6
€ 321 up to and including € 330	7
€ 311 up to and including € 320	8
€ 301 up to and including € 310	9
€ 300 and < € 300	10

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

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

5.5 Assessment method for qualitative award criteria

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

Quality of the response	**Weighting percentage of the maximum points available per preference**
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

6 Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements 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 Section 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 subcriterion for Lot 1 (paragraph 5.2.1) and Lot 2 (paragraph 5.2.4) and Lot 3 (paragraph 5.2.7). In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

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

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

7 Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender Document and the Memorandum(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 6, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See 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): Amy Süter, amy.suter1@rvo.nl or Gert Goorhuis, gert.goorhuis@rvo.nl, all with a cc to accountteam01@rvo.nl.

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

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

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit eHerkenning gebruiken voor TenderNed | TenderNed for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed 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 is an integral part of this Tender Document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:
Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

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

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
  The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit TenderNed gebruiken als ondernemer | TenderNed or TenderNed for foreign businesses | TenderNed.

- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2 Prices/ Rates	Daily Rates included in the quotation	Add to TenderNed
Annex 7	Reference assignments (paragraph 4.3.2), one (1) for each lot and expert role. Use separate documents (annex 7 form) for each reference: Lot 1 1x Annex 7 Expert role 1 1x Annes 7 Expert role 2 Lot 2 1x Annex 7 Expert role 1 1x Annex 7 Expert role 2 Lot 3 1x Annex 7 Expert role 1 1x Annex 7 Expert role 2	Fill in, signed by Referee and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria, including CVs.	Complete and fill in and add to TenderNed

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

7.3.16 Legally binding signature

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

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

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.

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.
Additional documents (such as informational materials etc.) can also be provided in 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 explicitely excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

The draft Contract, 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

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

Before a Further Agreement is concluded, a request for quotation is sent through the Procurement Office EZK/LVVN (IUC EZK/LVVN) to the Contractor.

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.

Appendix 1: European Single Procurement Document
Appendix 2: Prices/Rates
Appendix 3: Draft Contract
Appendix 4: ARVODI-2025
Appendix 5: Complaints Procedure
Appendix 6: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)
Appendix 7: References
Appendix 8: Future Search