Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of experts for the CBI project 'Scaling regenerative coffee cultivation' in Colombia

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Definition of terms

Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Data processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.
Daily rate/price	Daily rate/ price should be understood as the rate/price for 8 hours of work (one working day).
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: *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 (EZK/LVVN) – 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.

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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*)
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its annexes.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tendering authority	Netherlands Enterprise Agency (RVO), represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Tendering Authority.
RegAg	Regenerative Agriculture
SHF	Smallholder farmer
CEFR	Common European Framework of Reference for Languages

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1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure to conclude a Framework contract for technical expertise to support the CBI project 'Scaling regenerative coffee cultivation' in Colombia.

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

1.1 Tendering Authority and IUC-EZK/LVVN

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

1.2 CBI Introduction

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

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

1.3 Reason for this invitation to tender

CBI is implementing a project in Colombia in the sector Coffee to contribute to the achievement of the following long-term vision: The Colombian coffee sector is climate resilient.

The main objective of the project is to contribute to achieving the envisaged system change to a climate resilient coffee sector by creating Best Practices on regenerative coffee cultivation together with frontrunner cooperatives, cooperation partners, and collaboration structures to anchor and scale those Best Practices. Besides, the project aims to strengthen the supply relation of Colombian exporters of specialty coffee with Dutch/ EU importers and promote Dutch solutions regarding regenerative coffee cultivation.

We are looking for the following expertise to support the implementation of this project:

1. *Expert in technical and business coaching for cooperatives/SMEs on productivity management, investments and export coaching, aligned with EU market demand and regenerative agriculture practices in coffee production;*
2. *Institutional expert to improve knowledge sharing through sector collaboration in the coffee sector in Colombia;*
3. *Expert for local project coordination and stakeholder management in Colombia.*

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1.4 Time schedule

The schedule below applies to this tendering process.

25 November 2026	Issuing of publication, start of tendering period.
7 December 2026, 11:00 AM CET	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
22 December 2026	Issuing of Memorandum of Information
19 January 2027, 11:00 AM CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
19 January 2027 up to and including 4 February 2027	Assessment of Tenders.
11 March 2027	Announcement of the award of the Contract.
29 March 2027	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
1 April 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.
2 April 2027	Definitive award of the Contract
12 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 digitally.

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2. Description of assignment

2.1 Description and objective of the assignment

CBI is implementing a project in Colombia in the coffee sector and intends to contract 3 experts to carry out this project. The long-term vision is a climate-resilient Colombian coffee sector climate.

The project will support the sector on its way to become future proof / resilient regarding climatological, environmental, social and economic factors. The focus of the project will be on the promotion and scaling of regenerative coffee cultivation practices as a climate effects adaptation and mitigation solution.
The project will work on both the Colombia exporters side and on the Dutch importers side and will be organised around three interconnected pathways: Sector collaboration, Service provision, and EU market entry.

What is the issue?
Smallholder coffee farmers (SHFs) are highly vulnerable to the escalating effects of climate change, which directly threatens their farm profitability and livelihoods. Traditionally, the National Coffee Federation (FNC) has addressed this challenge by focusing on production volume, introducing new climate-resistant varieties, and promoting synthetic fertilizers. However, this conventional approach is reaching its environmental and economic sustainability limits.

Envisaged system change: Change from a sector that focuses on high volumes of bulk coffee, based on the development of more resistant varieties and the use of inorganic fertilizers to a sector that focuses on quality production based on sustainability oriented and future-proof production practices.

Solution pathways
The project has been built around three intervention pathways:

1. Sector Collaboration: A coalition of committed stakeholders takes joint action to promote regenerative practices, driven by a shared understanding of urgency to address the issue, and with the objective that small Colombian coffee producers understand the benefits of regenerative cultivation practices and are motivated to adopt them.
2. EU market entry: The objective of this pathway is to support cooperatives to enter direct export relations with EU and Dutch buyers, which should support them to achieve higher margins, which can be reinvested in promoting regenerative practices among their members.
3. Service Provision: the final objective of this pathway is to give small Colombian coffee producers access to financial services, technical inputs and support to implement regenerative practices.
   The specific activities and interventions under this 3rd pathway will be further developed based on the findings and outcomes of the inception phase. Therefore, the procurement of an expert for the Service Provision pathway is not included in the scope of this Tender. Any decision regarding the involvement of an expert for this pathway will be made separately, based on the outcomes of the inception phase and the resulting needs of the project.

Set up project:
The project has a duration of 5 years, of which the first year is the Inception Phase and the second year to fifth year are the Implementation Phase.

Inception phase
During the inception phase, the project will focus on carrying out further in-depth research, testing assumptions made regarding the project pathways and identifying cooperation partners and frontrunner cooperatives. Moreover, in the Inception Phase the project will start mobilizing Dutch importers' engagement.

Implementation phase
The insights and feedback collected during the Inception Phase will be used to refine the project's strategies and intervention pathways to better meet the specific needs of the sector and its stakeholders.

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Outcomes

Envisaged outcomes for the inception phase are: Have a clear insight in what is actually currently already being done, by whom, for whom and on what scale regarding regenerative (coffee) cultivation. Create a Business Case for regenerative coffee cultivation that motivates coffee farmers to adopt these practices.

Envisaged outcomes for the overall project are:

- The concept of regenerative coffee cultivation is defined clearly, more broadly known and accepted in Colombia's coffee sector.
- Proof of Concept and Best Practices in regenerative coffee cultivation and direct EU market entry have been created and are more visible.
- There is a larger offer of regenerative/sustainable coffee production techniques and assistance
- Increased visibility of Dutch solutions regarding regenerative coffee cultivation in the sector in Colombia.
- Improved sector coordination regarding the promotion of regenerative coffee cultivation.
- Better opportunities to access working capital for cooperatives.
- Increased export of specialty coffees by Colombian cooperatives to the Dutch and EU markets.
- Dutch importers of specialty coffee have strengthened their supply chains in Colombia
- Increased offer of services for the coffee sector in Colombia.

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

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

2.2 Lots

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

1. Expert in technical and business coaching for cooperatives/SMEs on productivity management, investments and export, aligned with EU market demand and regenerative agriculture practices in coffee production;
2. Institutional expert to improve knowledge sharing through enhanced sector collaboration in the coffee sector in Colombia;
3. Expert for local project coordination and stakeholder management in Colombia.

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

Tenderers may submit a tender for multiple lots, provided that the same expert is not proposed for more than one lot. If the same expert is proposed for multiple lots, the tenders submitted by that Tenderer for all lots in which that expert is proposed will be rejected. The Tenderer's submissions for any other lots will remain unaffected, provided they independently comply with the requirements of this Tender Document. The manner in which the assessment and award take place is described in Section 6.4.

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2.3 Expert roles

A description of the roles of the various experts is provided below.

Lot 1) Expert in technical and business coaching for cooperatives/SMEs on productivity management, investments and export, aligned with EU market demand and regenerative agriculture practices in coffee production

This expert will enhance regenerative farming and promote direct EU market entry. (S)he will start coaching and learning with a group of frontrunner exporters, and later on provide export coaching to a bigger group of coffee exporting cooperatives/SMEs on finding a sound business model using RegAg practices. The long-term goal is that those coops/SMEs achieve higher margins through direct export which enables reinvestment in promoting RegAg practices. In this context, the expert will perform the following tasks:

- Conduct export audits with potential participating cooperatives /SMEs and co-develop action plans to implement regenerative agriculture practices. These audits will target meeting EU market demands, as well as tackling export marketing and management issues.
- Coach cooperatives/SMEs in delivering proof of concept and finding best practices in RegAg coffee cultivation
- Coach cooperatives/SMEs on reliable delivery, communication and professionalism, financial support mechanisms, access to working capital and pre-financing options
- Leverage your European network to build direct trade relationships between local coops/SMEs and European importers and other relevant parties. Support EU buyers to better understand cooperatives' needs, such as pre-finance, fair pricing, value chain strengthening, and investments into regenerative agriculture
- Provide advice on incorporating innovative processes and content into the CBI project
- Increase visibility of Dutch solutions regarding regenerative coffee cultivation in the sector in Colombia, together with other experts in the team or experts still to be hired.
- Support the SMEs in attending events like international trade fairs or roadshows, and advise CBI, project partners, and the SMEs on their preparations for these activities.

The expert is expected to be able to meet with stakeholders on location when a physical meeting is deemed necessary by the CBI Programme Manager. The expert is expected to conduct trainings locally, or (in case of EU based expert) one to three technical assistance missions per year. In between these missions or if travel restrictions interfere, the expert will maintain online contact with stakeholders. The planning may adjust based on project needs, participant requirements, and constraints on international travel.

The expert is expected to work closely together with the expert for sector collaboration and the logistical expert, and with any experts to be hired with specific knowledge on regenerative agriculture or other expertise. Decisions on activity allocation will be guided by the CBI Programme Manager.

Lot 2) Institutional expert to improve knowledge sharing through sector collaboration in the coffee sector in Colombia (preference: a Colombian based expert)

This expert will work on knowledge sharing through sector collaboration. The expert will aim for a sector that collaborates better to share knowledge about climate change impacts and jointly promote regenerative practices among Smallholder Farmers (SHF). The expert will make sure the wider sector understands the benefits of regenerative practices and SHFs are motivated to adopt them. Specifically, the expert will:

- Work on coalition building and creating consensus around regenerative agriculture coffee production
- Work with key stakeholders (Colombian cooperations, educational institutions, government, business support organisations) in the coffee sector to recognize the urgency of regenerative farming and implement solutions
- Organize and host various types of meetings, such as Communities of Practice to foster collaboration and knowledge sharing among stakeholders and share best practices on regenerative agriculture.

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- Drive the scaling of successful regenerative agricultural practices in Colombia
- Identify bottlenecks and opportunities in the transition towards regenerative agriculture coffee cultivation and align activities under other development projects and donor organizations with the CBI project activities.
- Advice on possible initiatives (pilots) and identify best practices (e.g. access to finance for farmers, traceability and promotion of climate resilient varieties).

The level of activity for this role will vary based on project requirements and the evolving needs and opportunities within the Colombian coffee sector. The activities must be carried out on location in Colombia. The expert is expected to be able to meet with stakeholders on location when a physical (last-minute) meeting is deemed necessary by the CBI Programme Manager. CBI does not hold local offices. Nevertheless, the building of a strong local network is essential for the success of CBI its projects. The expert is therefore expected to attend a variety of local sector events, consultations, and last-minute meetings. The expert therefore must be located no more than 800 km from Bogotá. The expert will maximize the use of online platforms for meetings and coaching in between physical encounters.

The expert will collaborate closely with the other two experts contracted under this tendering process.

Lot 3) Expert for local project coordination and stakeholder management in Colombia (preference: a Colombian based expert)
This expert will work closely together with the other two experts, possible additional experts, and provide local support, arrange all logistical aspects, network management, and the day-to-day coordination of all activities related to this lot. Specifically, this expert will:

- Act as CBI's local representative in the Colombian coffee sector, serving as the link between local SMEs, other organisations (government, NGOs, service providers) and CBI staff and experts.
- Support the organization of various types of events that facilitate discussions and planning for sector development, such as stakeholder meetings, sector events, and Communities of Practice.
- Assist with the logistics of site visits, including scheduling meetings and arranging transportation for other experts and CBI staff when they are in Colombia.
- Support online coaching and training sessions. This might also be done with other experts contracted outside of this tender with specific expertise.
- Maintain regular communication with sector stakeholders to encourage and monitor their engagement in the project's initiatives.
- Assist with logistical details for meetings and training sessions, including agenda setting, venue selection, catering, equipment, and sending out invitations.
- Moderate stakeholder meetings as needed to facilitate effective dialogue and collaboration
- Have a network of coffee-exporting SMEs/cooperatives and coffee related organisations in Colombia.

The activities must be carried out on location in Colombia. The expert is expected to be able to meet with stakeholders on location when a physical (last-minute) meeting is deemed necessary by the CBI Programme Manager. CBI does not hold local offices. Nevertheless, the building of a strong local network is essential for the success of CBI its projects. Frequent informal contact moments have proven to be important in this context. The expert is therefore expected to attend a variety of local sector events, consultations, and last-minute meetings. The expert therefore must be located no more than 800 km from Bogotá.

For all lots:
The CBI Programme Manager will decide on intervention strategies per pathways, carries out project management within each pathway, provides guidance for usage of CBI's tools for adaptive monitoring and on how to apply CBI's methodology, will manage and oversee the allocation of activities and strategic decisions, considering project requirements, stakeholder needs, and budget considerations.

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The planning of activities across all lots may vary based on project needs, stakeholder requirements, and external factors like security-related issues or pandemic-related restrictions. Please refer to the description of the roles above for a general outline. Our 'digital-first' strategy aims to minimize environmental impact by prioritizing online interactions whenever possible. All decisions regarding planning and monitoring of the project and activity allocation will be made by the CBI Programme Manager.

2.4 Contract Period

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

Inception phase – initial contract period: This phase will run from 12 April 2027 up to and including 31 December 2027. The Contracting Authority has the unilateral option to extend the Contract for the implementation phase (see below). The Contractor will be informed in writing of the exercise of the extension option no later than one (1) month before the end of the current contract period.

Implementation phase: Following the inception phase, the Contracting Authority has the option to extend the Contract for a period of two (2) years, from 1 January 2028 up to and including 31 December 2029. The Contracting Authority may subsequently extend the Contract once more for a period of two (2) years and four (4) months, from 1 January 2030 up to and including 30 April 2032. The total duration of the Contract per lot is a maximum of five (5) years and nineteen (19) days.

The total duration of the Contracts is five (5) years and nineteen (19) days[1].

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

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

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

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2.5 Scope of the assignment

The Tendering Authority has estimated a total contract value of € 1.300.000,- (including optional extension years) (Excluding Dutch and local VAT and including all other costs and/or fees). The value of each lot is estimated as:

Lot	**Estimated Contract value in EUR** *(excl. Dutch and local VAT and incl. all other costs and/or fees)*	**Maximum Contract value in EUR** *(excl. Dutch an local VAT and incl. all other costs and/or fees)*
1. Expert in technical and business coaching for cooperatives/SMEs on productivity management, investments and export, aligned with EU market demand and regenerative agriculture practices in coffee production;	€ 370.000,-	**€ 500.000,-**
2. Institutional expert to improve knowledge sharing through sector collaboration in the coffee sector in Colombia;	€ 360.000,-	**€ 400.000,-**
3. Expert for local project coordination and stakeholder management in Colombia.	€ 300.000,-	**€ 400.000,-**

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

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

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

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

3.1 General requirements (for all lots)

3.1.1	**The lead expert, Single Point of Contact**: Multiple contact persons per lot are not allowed. If a collaboration is needed to fulfil the suitability requirements for lot 2, then such collaboration is possible, provided that (a) one single expert in person per lot will remain the contact point for all the stakeholders, and (b) the other person will be involved in the fulfilment of the Contract.
3.1.2	**Role of Experts:** The experts comply with the roles as described in Section 2.2.1 of this Tender Document.
3.1.3	**Number of Experts per Lot:** For Lot 1 and Lot 3, the Tenderer may propose only one (1) expert. For Lot 2, the Tenderer may propose a maximum of two (2) experts. Tenderers can submit a tender for multiple lots, however, it is not possible for the Tenderer to submit the same expert for multiple lots. See section 2.2.
3.1.4	**Coaching Schedule**: The coaching is done continuously throughout the year/week and not arranged via fixed days per week or per month. In principle experts should be available all year round.
3.1.5	**Language Requirements**: The official working language for interactions with companies and sector stakeholders across the three lots is English. The reporting language for communications with CBI during the assignment is English. Therefore, all experts must demonstrate effective communication skills in both spoken and written English in their CV's. A proficiency level of at least C1 as per the Common European Framework of Reference for Languages (CEFR) or comparable is required. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C1 CERF. Native speakers will be considered as comparable.
3.1.6	**Digital Tools:** At least three (3) years of experience in coaching by using distant guidance techniques like e-mail and online tools (for example GoToWebinar, Zoom, Teams) for both individual meetings and for group coaching.
3.1.7	**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 Colombian coffee sector. This entails, among others, that the team members should not be directly or indirectly contracted or employed by (or own) selling parties in Colombian coffee products covered by this Tender.
3.1.8	**Collaboration:** The experts in lots 1, 2 and 3 are expected to closely collaborate with each other and with third parties contracted by CBI to ensure the effective and efficient implementation of the project. During the duration of the Contract, it is therefore important that the expert(s) per lot remain the same. However, if it becomes apparent that one or more experts are not performing well or are not collaborating effectively with each other or with third parties, leading to implementation problems for the project, intervision/evaluation meetings will be convened. These meetings will be convened by the Contracting Authority once per quarter or as often as necessary to assess how the collaboration within the project is progressing. Initially, a warning will be issued if one or more experts are not performing well or are not collaborating effectively with third parties. If the collaboration does not improve as agreed, a second (final) warning will follow. If this also does not lead to improvement or if collaboration problems persist or

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	there are issues in the execution of a sub-assignment, the Contracting Authority will proceed to replace the relevant expert: – If the underperforming expert belongs to a company which can propose a replacement, the company will be invited to suggest a replacement who meets the requirements and preferences for the assignment (at a minimum, the replacement should be at the same level as the expert being replaced). – Before the replacement can be made, it must be approved by the Contracting Authority. A provision (amendment clause) will be included in the Framework Agreement stipulating that an expert may be replaced in case of poor performance or collaboration issues.

3.2 Requirements relating to Lot 1: Expert in technical and business coaching for cooperatives/SMEs on productivity management, investments and export, aligned with EU market demand and regenerative agriculture practices in coffee production

3.2.1	At least five (5) years of experience in the EU coffee sector in a commercial, technical, or consultancy role in the last ten (10) years.
3.2.2	At least five (5) years of experience in supporting cooperatives and SMEs in the coffee sector in the past seven (7) years.
3.2.3	A strong and up-to-date network of coffee-exporting SMEs/cooperatives in Colombia. To demonstrate this, the expert must provide the names of key companies or organisations the expert has engaged with over the past five (5) years. The quality, relevance and usability of the Expert's network will be further assessed under Award Criterion 5.3.2.
3.2.4	Proven expertise in business coaching and capacity building for producers, cooperatives and SMEs.
3.2.5	Demonstrated ability to anchor and scale best practices of regenerative agriculture in the coffee sector.
3.2.6	Demonstrated ability to facilitate market linkages between coffee producers and European and specifically Dutch importers.
3.2.7	Strong analytical skills in assessing business models, financial viability and investment opportunities.
3.2.8	Knowledge of technological innovations that enhance regenerative agriculture, productivity, traceability, and compliance with EU market regulations.
3.2.9	At least two (2) years of experience coaching via remote platforms such as Zoom, Teams, and Skype
3.2.10	The expert must demonstrate in his/her CV that he/she has a high level of both Spanish and English proficiency, at least C1 CEFR or comparable for both languages.

3.3 Requirements relating to Lot 2: Institutional expert to improve knowledge sharing through sector collaboration in the coffee sector in Colombia

3.3.1	For the successful execution of the contract the expert must be based no more than 800 km from Bogotá. For lot 2: If two (2) experts are proposed, both experts must be based within this distance. CBI does not hold local offices. Nevertheless, the building of a strong local network is essential for the success of CBI its projects. Frequent informal contact moments have proven to be important in this context. The expert is therefore expected to attend a variety of local sector events, consultations, and last-minute meetings.
3.3.2	At least eight (8) years of experience engaging with Colombian governance structures and sectoral challenges in the field of coffee in the last ten (10) years
3.3.3	The expert has deep and up-to-date understanding of Colombian's political, business, and regulatory landscape relevant to coffee.
3.3.4	Proven ability to facilitate pilot projects, monitor progress, and report on results

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3.3.5	Strong project management skills, including planning, budgeting, workshop and knowledge exchange (community of practice) facilitation, both online and in-person
3.3.6	Experience in integrating gender and youth inclusion into agricultural initiatives.
3.3.7	The expert must have proven experience in collaborating effectively within remote and/or cross-disciplinary teams.
3.3.8	The expert must demonstrate in his/her CV that he/she has a high level of both Spanish and English proficiency, at least C1 CEFR or comparable for both languages.
3.3.9	Experience in facilitating access to finance and investment opportunities for coffee SMEs during the last seven (7) years.

3.4 Requirements relating to Lot 3: Expert for local project coordination and stakeholder management in Colombia

3.4.1	At least three (3) years of experience in organizing logistics for companies, (semi) governmental organizations and projects in Colombia in the last five (5) years.
3.4.2	At least three (3) years of experience in delivering training and coaching support to stakeholders within the Colombian coffee sector.
3.4.3	Demonstrable experience in maintaining consistent and effective communication with multiple stakeholders to drive project goals.
3.4.4	Experience in arranging and facilitating business related issues in the Colombian context, as well as capabilities in logistical 'troubleshooting'.
3.4.5	The expert must have proven experience in collaborating effectively within remote and/or cross-disciplinary teams.
3.4.6	A strong and up-to-date network of coffee-exporting SMEs/coops in Colombia. The quality, relevance and usability of the expert's network will be further assessed under Award Criterion 5.5.2.
3.4.7	Capable to monitor logistic arrangements whenever necessary on the ground in Bogota, Huila, or wherever necessary in Colombia.
3.4.8	It would be an advantage if the expert has expertise in climate-smart agriculture, regenerative practices, and agroforestry relevant to coffee production.

3.5 Requirements relating to the prices/rates

3.5.1	The Tenderer will provide the rate in EURO applicable to this assignment by filling in the appendix entitled 'Prices/Rates' (Annex 2).
3.5.2	The price/rates must be in euros and all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses. "Local" is in this case the country where the expert is based.
3.5.3	The maximum daily rate, excluding Dutch and local VAT and including all other costs and/or fees for each expert under this Tender is as follows: Lot 1: 750 EUR Lot 2: 450 EUR Lot 3: 250 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.
3.5.4	The daily rates are fixed for the duration of the framework agreement.
3.5.5	In case your company is not located in Colombia**,** you may, when carrying out assignments in Bogotá, 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	If the expert is based in Colombia, DSA (Daily Subsistence Allowance) may only be invoiced when the expert travels to a programme city other than their city of residence

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	and if traveling return in one day is not possible or desirable, and only after obtaining prior approval from the CBI Programme Manager. Travel costs incurred within the expert's city of residence must be included in the daily rate.
3.5.7	The Tenderer will not submit any zero or negative prices/rates in this Tender, including Further Agreements.
3.5.8	The Tenderer will charge retrospectively based on actual costs and specify Daily 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.

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3.6.9	It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside The Netherlands. Contractor pays the Netherlands VAT to the Netherlands tax Authority.

3.7 Invoicing requirements

3.7.1	The payment schedule will be agreed upon in the Further Agreement. You must include a summary of the actual days worked in accordance with the applicable rates. **For companies established in the Netherlands** E-invoicing The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways: The invoicing portal of the Dutch government E-invoicing with your own (accounting) software package through Peppol E-invoicing through a service provider **For companies not established in the Netherlands** The paragraph concerning E-invoicing does not apply to companies located outside of the Netherlands. Non-Dutch companies can send their invoices in PDF format by email which will be made clear in the Further Agreement.
3.7.2	Only approved invoices by Contracting Authority (the CBI Programme Manager) may be submitted by Contractor.

3.8 Travel policy (for all lots)

3.8.1	CBI has the explicit policy of 'digital first and local first' in order to reduce the environmental footprint of the project. This means that the Contractor performs its activities as much as possible through digital means and/or road transport.
3.8.2	International flight tickets and hotel must be booked by the expert itself and can only be reimbursed if valid receipts are added to the invoice. International flight tickets and hotel costs are considered not to be included in the daily rate but are part of the total contract amount, as stated in section 2.5. As stated in 3.5.3 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. CBI is concerned about the safety of its staff and of its contracted experts. This means that CBI will only allow its staff and experts to travel on behalf of CBI to regions earmarked as orange (or red in case of experts) by the Netherlands governmental travel advice, with explicit permission from CBI management. In case the travel advice changes from yellow to orange when the expert is on mission, he or she will be asked to return as soon as possible. CBI aims to reduce its environmental footprint. Therefore, it will aim to minimize air travel of staff and experts as much as possible. Guidance should be done as much as possible through digital means. Travel should only be done if this is necessary to safeguard the quality of CBI service provision. In case it is

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	decided travel is necessary to provide the quality of service that CBI aims to and safety conditions make it impossible to travel, a second option of digital assistance should be explored or the mission should be postponed. The final decision on this will be made by the CBI programme manager. The Contractor, including his/her personnel is expected to adhere to the basic rules that apply in the Netherlands or in the country(/ies) concerned (such as use of facemasks, the required distance between people, et cetera) in the execution of the assignment.

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4. Requirements concerning the Tenderer

4.1 Introduction

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

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

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, legally sign it, submit it together with your Tender via TenderNed (see paragraph 7.4.16).

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. Tenderers are therefore responsible for applying for the GVA in good time to ensure that it can be submitted within the deadline set by the Contracting Authority

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

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

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

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

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4.2.1 Independence and conflict of interest

All Experts engaged under this Tender must act fully independently and without any conflict of interest in their role as representatives of the Colombian regenerative coffee sector. This entails, among others, that they must not be directly or indirectly employed by, contracted by, or have an ownership interest in selling parties in Colombia or importing companies that trade in products or services covered by this Tender from developing countries covered by this Tender, during the term of the Contract and any Further Agreement(s).
The Experts must act independently and impartially at all times. They must not provide preferential advice or treatment to any company or organisation in a manner that could favour their own commercial or other interests.

If the Tenderer identifies any potential conflict of interest, these risks must be explicitly described in the Tender. The Tenderer must demonstrate that:

1. the risk of a conflict of interest is limited; and
2. adequate measures are in place to prevent, mitigate or manage the potential conflict of interest should it arise.

The Contracting Authority will assess whether the explanation provided by the Tenderer is sufficiently plausible and whether both elements have been adequately demonstrated. If the Contracting Authority considers that the potential conflict of interest cannot be adequately prevented or mitigated, it reserves the right to exclude the Tenderer from participating in the tendering procedure.

If a conflict of interest or a potential conflict of interest arises during the term of the Contract and/or Further Agreement(s), the Contractor must immediately notify the Contracting Authority in writing. RVO/CBI reserves the right to take appropriate measures to prevent, mitigate or resolve the conflict of interest. Such measures may include, but are not limited to, restricting or adjusting the Expert's activities, imposing additional conditions, requiring the replacement of the Expert, or terminating the Contract and/or the relevant Further Agreement(s), where the conflict of interest cannot be adequately resolved through less intrusive measures.

The Contractor agrees to:

- immediately notify the Contracting Authority in writing of any new situation that could give rise to a conflict of interest;
- take appropriate measures to prevent, mitigate or resolve the conflict of interest;
- cooperate fully with the Contracting Authority in assessing and addressing the conflict of interest; and
- replace the Expert upon request of the Contracting Authority if the Expert's independence can no longer be adequately guaranteed.

4.3 Suitability Requirements

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

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

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

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

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

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.
It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

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

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

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

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

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5. Award criteria and assessment

5.1 Introduction

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

The assessment consists of 3 steps.

1. A maximum of 80 points can be obtained for your response to the 'written' award criteria as described in 5.3 (for lot 1), in 5.4 (for lot 2) and in 5.5 (for lot 3). The Tenderer must score a minimum of 48 out of 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 48 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the rice/rates.
2. A maximum of 20 points can be obtained with the prices/rates. If the daily rate is higher than the maximum amount mentioned for the relevant lot, the Tender is set aside and excluded from further participation in the tendering process.
3. The total score (written responses + prices) will be determined. The maximum total points that can be obtained is 100 points per lot.

The table below summarises the award criteria:

Award criteria lot 1: Expert in technical and business coaching for cooperatives/SMEs on productivity management, investments and export, aligned with EU market demand and regenerative agriculture practices in coffee production		**Maximum points available**
5.3.1	Experience in business coaching and regenerative agriculture	40
5.3.2	Knowledge/experience of EU market network and access	40
5.7	Daily rate	20
Total		**100**

Award criteria lot 2: Institutional expert to improve knowledge sharing through sector collaboration in the Colombian coffee sector		**Maximum points available**
5.4.1	Experience in knowledge sharing and sector collaboration	40
5.4.2	Knowledge of the Colombian coffee landscape	40
5.7	Daily rate	20
Total		**100**

Award criteria lot 3: Expert for local project coordination and stakeholder management in Colombia		**Maximum points available**
5.5.1	Arranging logistics and supporting remote/interdisciplinary teams	40
5.5.2	Local stakeholder management and network in Colombian coffee sector	40
5.7	Daily rate	20
Total		**100**

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5.2 Submission of the award criteria

In your Tender submission be sure to:

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, for lot 2: 5.4.1, 5.4.2, for lot 3: 5.5.1 and 5.5.2) must not exceed a maximum of three (3) A4 pages, including tables and pictures. 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 or a website in your response, please be aware that the content of the hyperlink or website will not be considered as part of the assessment either.
3. Please submit a CV for each expert and include only relevant experience in the CV. The CV of each expert should not exceed three (3) A4 pages. 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.
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 Chapter 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.

5.3 Award criteria relating to Lot 1

5.3.1 Award criteria relating to business coaching and regenerative agricultu*re*

Max. no. of points available: 40	**Provide for this award criterion the following information:** 1. Describe your approach to coaching a group of coffee exporting cooperatives/SMEs (2-4) in Colombia to adopt and scale regenerative agriculture practices in their production. 2. Identify the main 3 obstacles you anticipate the SMEs will encounter and describe how you will support these SMEs in overcoming each obstacle. 3. Support your answer with a relevant example from your experience with regenerative coffee cultivation. The example must include the context and objectives, the strategy and approach applied, your role and the results achieved. Describe the lessons learned and how these are applied to the current assignment, specifically in relation to Colombian coffee producers. **Assessment aspects:** You can receive a maximum of 40 points. The assessment team will: 1. **For subcriterion 1**: Evaluate the completeness, clarity, feasibility, and relevance of your proposed approach. (**20** points) 2. **For subcriterion 2**: Evaluate the completeness, clarity, feasibility, and relevance of the description of the identified obstacles as well as the appropriateness of the proposed measures to address these challenges and support the cooperatives/SMEs. (**10** points) 3. **For subcriterion 3**: Evaluate the relevance, applicability, and impact of the example provided. (**10** points)

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5.3.2 Award criteria relating to EU market network and access

Max. no. of points available: 40	**Provide for this award criterion the following information:** 1. Describe your network in the Netherlands and various other European sourcing markets for coffee and highlight the main opportunities you identify for Colombian SMEs that adopt regenerative agriculture practices 2. Explain your strategy for engaging Dutch/EU buyers in the project and outline your approach for effectively connecting exporting SMEs with potential Dutch/EU buyers through successful matchmaking **Assessment aspects:** You can receive a maximum of 40 points. The assessment team will: **For subcriterion 1**: Evaluate the answer based on the relevance, number and type of contacts; the demonstrable usability of network and willingness for cooperation; and the plans to expand and strengthen the network for the purpose of this assignment. The assessment will build on the network demonstrated by the Expert to meet the minimum requirement set out in Section 3.2. (requirement 3.2.3) of this Tender Document. (**20** points) **For subcriterion 2:** Evaluate the answer based on the clarity, feasibility, and specificity of your matchmaking approach. The assessment team will assess how your approach directly relates to successful engagement of NL/EU buyers in the project and the successful introductions and transactions within the NL/EU coffee markets. (**20** points)

5.4 Award criteria relating to Lot 2

5.4.1 Award criteria relating to knowledge sharing and sector collaboration

Max. no. of points available: 40	**Provide for this award criterion the following information:** 1. Explain how you would mobilize and motivate stakeholders from across the Colombian coffee sector to scale regenerative agriculture principles. Focus on strategies that encourage knowledge sharing, collaboration, commitment, and active participation among stakeholders, ensuring sustained engagement and shared responsibility. 2. Support your answer with a relevant example from your experience with institutional development. The example must include the context and objectives, the strategy and approach applied, your role and the results achieved. Describe the lessons learned and how these are applied to the current assignment, specifically in relation to Colombian coffee and cooperatives/SMEs. **Assessment aspects:** You can receive a maximum of 40 points. The assessment team will: **For subcriterion 1:** Evaluate the feasibility, clarity, and completeness of your action plan, including stakeholder engagement. (**25** points) **For subcriterion 2:** Evaluate the relevance, applicability, and impact of the example provided, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach and lessons learned can be realistically applied to Colombian coffee sector and cooperatives/SMEs. (**15** points)

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5.4.2 Award criteria relating to the Colombian coffee landscape

Max. no. of points available: 40	**Provide for this award criterion the following information:** 1. Describe your understanding of the current Colombian's political, business, and regulatory landscape relevant to coffee. Include power dynamics, where decision-making takes place, which interests may conflict, and what these dynamics mean for project implementation. 2. Give an example of how you would promote regenerative agriculture practices within the context of all these dynamics. The example must include the objective, the strategy and approach applied, your role and the results achieved. **Assessment aspects:** You can receive a maximum of 40 points. The assessment team will: **For subcriterion 1**: Evaluate the extent to which the description is clear, relevant, specific and complete in relation to the assignment. (**20** points) **For subcriterion 2:** Evaluate the relevance, applicability, and impact of the example provided, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach can be realistically applied to Colombian coffee sector. (**20** points)

5.5 Award criteria relating to Lot 3

5.5.1 Award criteria relating to arranging logistics and local stakeholder management

Max. no. of points available: 40	**Provide for this award criterion the following information:** 1. Describe in a concise manner what kind of arrangements you expect to have to make for this project and how you will facilitate coordination of logistics. 2. Provide an example of a situation when you successfully addressed logistical and organizational challenges, using your experience in collaborating effectively within remote and/or cross-disciplinary teams. **Assessment aspects:** You can receive a maximum of 40 points. The assessment will be as follows: 1. **For subcriterion 1**: The extent to which your description of the expected arrangements and how you will facilitate coordination of logistics is clear, relevant, specific and complete. (**20** points) 2. **For subcriterion 2**: The extent to which your example is relevant, applicable, and provides impact, looking specifically at the extent to which the Tenderer convincingly demonstrates that the approach and lessons learned can be realistically applied to Colombian coffee sector. (**20** points)

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5.5.2 Award criteria relating to supporting other lots and network

Max. no. of points available: 30	**Provide for this award criterion the following information:** 1. Describe a step-by-step approach, outlining how you would utilise your expertise regarding the Colombian coffee sector to supplement and enhance the efforts of the lot 1 and 2 experts to achieve the project ambition of a more sustainable sector. 2. Describe how you would use your network and experience in the coffee sector, for an imaginable CBI Regenerative Coffee Event in Huila, Colombia. Describe your approach, your role and highlight the critical factors that contribute to the success of the event. **Assessment basis:** You can receive a maximum of 40 points. The assessment will be as follows: 1. **For subcriterion 1**: The assessment team will evaluate the feasibility, clarity, and completeness of your approach. (**20** points) 2. **For subcriterion 2**: The extent to which your network is relevant and willing & able to contribute, the extent to which your approach, role and critical factors are clear, relevant and specific. The assessment will build on the network demonstrated by the Expert to meet the minimum requirement set out in Section 3.4. (requirement 3.4.6) of this Tender Document (**20** points)

5.6 Assessment method for qualitative award criteria

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

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

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5.7 Assessment of preferences in relation to prices/rates

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

Lot 1: Expert in Technical Coaching for SMEs on regenerative agriculture practices in coffee production, productivity management, investments and export, aligned with EU market demand;

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

Lot 2: Institutional expert to improve sector collaboration in the coffee sector in Colombia;

Daily rate	Awarded Points
> € 450	Exclusion from the tender process
€ 441 up to and including € 450	0
€ 431 up to and including € 440	2
€ 421 up to and including € 430	4
€ 411 up to and including € 420	6
€ 401 up to and including € 410	8
€ 391 up to and including € 400	10
€ 381 up to and including € 390	12
€ 371 up to and including € 380	14
€ 361 up to and including € 370	16
€ 351 up to and including € 360	18
€ 350 and < € 350	20

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Lot 3: Expert for local project coordination and stakeholder management in Colombia

Daily rate	Awarded Points
> € 250	Exclusion from the tender process
€ 246 up to and including € 250	0
€ 241 up to and including € 245	2
€ 236 up to and including € 240	4
€ 231 up to and including € 235	6
€ 226 up to and including € 230	8
€ 221 up to and including € 225	10
€ 216 up to and including € 220	12
€ 211 up to and including € 215	14
€ 206 up to and including € 210	16
€ 201 up to and including € 205	18
€ 200 and < € 200	20

The maximum Daily rate for lot 1 is € 750 and, for lot 2 the maximum Daily rate is €450 for lot 3 the maximum Daily rate is € 250.
All Daily rates must be excluding Dutch an local VAT and (if applicable) including 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 you are eliminated from contention.

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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 (7.3.15));
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: 5.3.2
For lot 2: 5.4.1
For lot 3: 5.5.1

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.

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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.

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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): Accountteam01@rvo.nl and Joost van Valen in CC: joost.vanvalen@rvo.nl.

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

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

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.

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7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least 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.

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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 (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.

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- 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.

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	Add to TenderNed
Annex (own format)	Tender, including a general response to the Tendering Authority's award criteria, including CVs.	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

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

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

There are three 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.

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The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. 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.

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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 explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

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

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

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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).

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

7.4 Further Agreements within the Contract

7.4.1 *Further agreements within the* Contract

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

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Annexes

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

Annex 1: European Single Procurement Document
Annex 2: Prices/Rates
Annex 3: Draft Framework Agreement
Annex 3a: Data processing Agreement
Annex 4: ARVODI-2025
Annex 5: Complaints Procedure
Annex 6: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)

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