



Ministerie van Economische Zaken

Tender Document

**European invitation to tender in
accordance with the open tendering
procedure for the performance of
services by international experts
Engineering for export development
and promotion, and sector expertise**

Asia and South Africa

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Definitions

Tendering authority	The Centre for the Promotion of Imports from developing countries (CBI) is a unit of the Netherlands Enterprise Agency, an agency of the Ministry of Foreign Affairs of the Netherlands.
Tender Document <i>Aanbestedingswet</i>	This document, including its annexes. Public procurement act, (<i>Aanbestedingswet</i>), 2012
Declaration of approval	A statement in which the tenderer declares that the tenderer fulfils and concurs with all the requirements set out in the tender document as well as with the prices/rates quoted by the tenderer.
ARVODI-2014	General Government Terms and Conditions for Public Service Contracts
Self-declaration (for tendering procedures of tendering authorities)	A statement in which the tenderer declares that it fulfils the requirements set out in the 'Self-declaration for tendering procedures of tendering authorities' annex and that it accepts the terms and conditions stipulated in this annex.
Suitability requirement	A requirement a tenderer must meet to come into consideration for the award of the contract.
Tenderer	The company that submitted a tender or intends to submit a tender.
Summary of Additional Information	A document that contains the anonymised questions raised by the tenderers together with the answers given by the tendering authority.
Tender	A quotation submitted by the tenderer on the basis of the tender document issued by the tendering authority.
Contracting authority	The State of the Netherlands, represented by the Minister of Economic Affairs, which concludes a framework agreement with the contractor.
Contractor	The party with whom the principal has concluded the framework agreement.
Framework Agreement	The written agreement between the contracting authority and the contractor which lays down the terms and conditions governing the award of public contracts (further agreements) during a specific period.
Further agreement	The written agreement concluded between the contracting authority and the contractor pursuant to the framework agreement.
Grounds for exclusion	Grounds for exclusion relate to circumstances concerning the tenderer or the tenderer's person and which justify the tenderer's exclusion from participation in a tendering procedure.

Structure of this document

This tender document contains information about the European invitation to tender in accordance with the open tendering procedure for international experts in Engineering for export development and promotion and sector expertise Asia and South Africa. This tendering procedure is being conducted for the Centre for the Promotion of Imports from developing countries. The Ministry of Economic Affairs' procurement centre (*Inkoop Uitvoeringcentrum EZ*) is acting as the supervisor of the tendering procedure.

You are invited to submit a tender based on this tender document.

The layout of this tender document is as follows:

- Section 1: description of the organisation and of the contract to be awarded
- Section 2: assessment and award procedure
- Section 3: procedural provisions and regulations of the tendering process
- Section 4: grounds for exclusion and suitability requirements for the tenderer
- Sections 5 and 6: the schedule of requirements and the schedule of preferences, respectively, pertaining to the contract
- Annexes referred to in this tender document

1 Organisation and contract put out to tender

1.1 Organisation

The Centre for the Promotion of Imports from developing countries (CBI) is a unit of the Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs of the Netherlands.

The CBI contributes to the economic development of developing countries by strengthening the competitiveness on the European (EU & EFTA) markets of small and medium-sized enterprises (SMEs) from those countries. This is done by offering an integrated approach of different intervention types, targeting SME exporters from developing countries, European importers, Business Support Organisations (BSOs) and government authorities.

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

Through the CBI export development and promotion programmes, CBI works in selected export value chains, with the objective of bringing about a sustainable and inclusive export increase. The programme extends over a period of several years, during which the CBI will improve the export competitiveness of small and medium-sized exporters in developing countries through tailored interventions at company and institutional level.

Objectives and results of CBI programmes

Each CBI programme can achieve specific results, depending on the needs in the value chain. In general, most CBI integrated programmes aim to achieve at least the following:

Result	Result description
Export growth	Sustainable increase of exports to EU and/or regional markets from directly and indirectly supported companies as a result of the programme
Competent exporters	Companies that have successfully completed the export capacity building module (with a positive score for all critical clusters) and have participated in at least one market entry activity
Use of BSO services	SMEs use the improved export development and promotion services and products of the BSO(s)

In the CBI's definition, a company is capable of exporting or continuing to export to the EU market if the company meets one or more of the following result indicators that are determined per individual programme.

1. *Transfer of the capacity (result)*

Products and processes meet the EU market requirements:

- The company has obtained a sufficient score on the critical conditions for export
- The company has established the targeted number of relevant commercial contacts in the EU and has gained the required skills and experience in the marketing and promotion of their products
- The company has made demonstrable improvements in its Corporate Social Responsibility (CSR) policy and implementation

2. *Use of the capacity (effect)*

The number of companies that export to the EU during and as a result of the programme.

3. *Effect of the use of the capacity (impact)*

The total amount of the exports achieved by the exporter to the EU as a result of the programme.

Sectors

This procedure mainly concerns expertise in the Engineering sector. The respective region / countries per lot are set out in each of the Annex documents.

Scope of the assignments

The scope of the assignments to be awarded under the Framework Agreements will vary. Some assignments will be long-term projects to be executed, while other assignments may concern participation in a training session, for example.

1.2 Reason for and purpose of this invitation to tender

The External Expert, upon approval by the CBI to nominate her/him as an approved External Expert, may be called upon for a specific set of duties within a CBI Programme in the sector in which specific interventions need to be carried out, and will then be awarded a contract for this purpose under the Framework Agreement.

Where involved in the programme and awarded a contract for that purpose, the External Expert will be in constant contact with the beneficiaries and will report to the CBI Programme Manager where necessary.

She/he will be an ambassador for the CBI in the field and provide consulting services to the beneficiaries directly, on a specific subject, i.e. execute a specific intervention, within the framework of the CBI programme, which will result in the targeted quantifiable impact at the individual enterprise level.

The External Expert has a clearly defined operational and strategic role in his/her involvement with the beneficiaries and with the CBI programme manager.

In certain countries, the External Expert can be required to work alongside local external experts who may be involved in the programme as well.

Likewise, the External Expert may work together within a team of other CBI External Experts in the same field and/or with External Export Marketing and Management Experts. The External Expert will also collaborate with CBI logistical managers, the CBI Communication Advisor, external logistical bureaus, and communication bureaus in connection with participation in trade fairs.

The External Expert is responsible for the beneficiaries allocated to her/him, and is required to coach them to become competent exporters to the EU, and to achieve the results that have been set out.

The External Expert carries out interventions under the direct responsibility of the respective CBI programme manager, who is in charge of the overall management, monitoring, budget, and results of the programme.

The Sector Expert will contribute to the programmes by supporting participating companies in their preparations for the European market and in their European market entry activities, through coaching, consultancy, training, and sharing knowledge about export marketing regarding:

1. the European market for subcontracting – metalworking – and facilitating relevant contacts with buyers on the European market
2. the European automotive parts and components markets, and facilitating relevant contacts with buyers on the European market

The programme is already in implementation and the remaining part will focus on:

Technical Assistance

- Monitoring, motivating, and supporting the progress of companies in carrying out the Corrective Action Plan, defining/redefining their strategies and export marketing plans, by undertaking on-site consultancy missions, and by remote coaching.
- Maintaining continued contact with companies and institutions and the evaluation of progress and the impact of CBI assistance on the individual companies as well as the coherence of actions and interventions undertaken in each country/region.

Market entry & consolidation

- Provision of advice to the CBI programme manager on the readiness of the companies for market entry
- Assistance to companies in the programme who have been selected to participate in an international trade fair. Advising the CBI and the participants on their preparations, stand design, and promotion. Providing pre-fair briefings for the participants at the fair.
- Representation of the CBI in contacts with the participants and the visitors
- Maintaining contact with potential buyers in the EU from the Expert's and the CBI's network
- Following up on the contacts established at trade fairs by prioritising the leads per company. (Maintaining close contact with the participants and, if necessary, with the European buyers to monitor an effective and sustainable follow-up, identifying and resolving potential problems that may occur in establishing commercial relationships. Providing continued advice to participants on issues such as offers, scheduling, conformity with standards, products, payment, transport, promotion, etc.).

Communication

- Posting news items on social media
- Providing input on articles

This procurement procedure has been divided into lots. Each lot represents the need for a certain expertise in a certain region.

The CBI is looking for a wide range of experts for the execution of assignments within or for the purposes of supporting businesses in the countries listed in this document.

The requirements for this CBI programme in various regions/countries are divided over several lots. In total there are four lots.

The CBI cannot provide a fixed amount representing the total value of possible future assignments under the framework agreements. At present, the CBI can only give a rough

estimate of the total value of the projects per lot that may be assigned under the framework agreements. The actual value of projects may vary considerably in the future.

The division into lots and the respective estimated values are as follows:

The contracting authority wishes to conclude a framework agreement for each lot with the one tenderer who has submitted the most advantageous tender. The future contractor, as well as the services to be performed by the contractor, must fulfil the terms and conditions to be set by the contracting party and specified in this tender document.

A tenderer may submit a tender for more than one lot and may therefore be awarded more than one lot. See the following paragraph for a further explanation of the lots.

This tender is divided into four lots:

1. Sector Expert Subcontracting for Subcontracting – Metalworking in Indonesia and Vietnam;
2. Sector Expert Subcontracting for Subcontracting – Metalworking in Pakistan and the Philippines;
3. Sector Export Automotive parts and components for project Metalworking in Asia;
4. Sector Export Automotive parts and components for the project Subcontracting in South Africa.

Within lots 1, 2, 3, and 4, one framework agreement will be tendered.

By using framework agreements, it is possible to plan the activities in line with the development of the programme and to specify the exact scope at the moment that an expert is needed.

Details on these lots/activities are provided in following chapters of this tender document.

1.3 Description of the contract

Sector experts are in general capable of motivating people, a team player with a pro-active attitude and well-developed intercultural sensitivity skills.

Lot 1 Sector Expert subcontracting Metalworking in Indonesia and Vietnam for project Metalworking

and

Lot 2 Sector Expert subcontracting Metalworking in Pakistan and the Philippines for project Metalworking

The Sector Expert for subcontracting will contribute to the objective of the CBI's projects to increase subcontracting exports from Asian SMEs to the European market.

The Sector Expert will contribute to the programmes by supporting participating companies in the European market entry activities, through coaching, consultancy, training, sharing knowledge about export marketing and the European subcontracting markets, and facilitating relevant contacts with buyers on the European market.

For this procedure, the term 'metalworking' comprises the following:

- Ferrous and non-ferrous sand, shell, die, investment, lost-wax, continuous, and centrifugal castings in grey, nodular, ductile, and malleable iron, steel, aluminium, copper, zinc, titanium, magnesium, and alloys

- Hot and cold hammer and press, open and die/die matrix forgings in all metals and compositions
- Rolled and drawn metal products
- Extruded metal, rubber, and plastic profiles
- Sintered and injection-moulded metals and ceramics
- Pressed, stamped, and sheet-metal formed parts
- Machined (bored, milled, turned, ground) and finished metal parts
- Mould and die making
- Hydro-formed products
- Deep-drawn products
- Assemblies and sub-assemblies of any of the mentioned operations

Lot 3 Sector Expert Automotive parts and components for project Metalworking in Asia

The Sector Expert for automotive parts and components will contribute to the objective of the CBI's projects to increase exports of automotive parts and components from Asian SMEs to the European market.

Lot 4 Sector Expert Automotive parts and components for the project subcontracting in South Africa

The Sector Expert for automotive parts and components will contribute to the objective of the CBI's projects to increase exports of automotive parts and components from South African SMEs to the European market.

Automotive parts include parts, components, ancillaries, and accessories for OEM/OES/aftermarket for:

- Passenger cars
- Commercial vehicles
- Trailers
- Off-road equipment
- Building machinery, excavators/draglines/concrete mixers
- Earthmoving equipment
- Construction vehicles and equipment
- Road-building and maintenance equipment
- Irrigation machinery
- Traction equipment/energy and power-supply equipment
- Material handling and transport equipment
- Recreation vehicles, caravans, and campers
- Fork-lift trucks
- Agricultural machinery such as tractors, combine harvesters, cutter loaders, etc.
- Bike/motor bike parts and components

1.4 Term of the contract

The contracting authority is of the intention to conclude a framework agreement for each of the lots 1, 2, 3, and 4, with a term of a maximum of four years.

1.5 Scope of the contract

The tendering authority assumes an estimated total contract value (including the option years) of €542,000 (exclusive of VAT).

The value of lot 1 is estimated at €119,000 (exclusive of VAT);

Of lot 2, at €117,000 (exclusive of VAT);

Of lot 3, at €231,000 (exclusive of VAT);

Of lot 4, at €75,000 (exclusive of VAT).

However, as this is solely indicative no rights can be derived from the above.

2 Assessment and award procedure

2.1 Assessment of the tenders

The tenders will be assessed in accordance with the provisions of this Section.

2.1.1 Procedural provisions and regulations

Following receipt of the tenders, a review will be carried out to verify their compliance with the provisions and regulations laid down in Section 3. Tenders that are not in compliance may be excluded from participation in the tendering procedure.

2.1.2 Self-declarations

Next, a check will be carried out to verify that the 'Self-declaration' Annex *and* the 'Declaration of approval' Annex are enclosed with the tender and that they have been filled in completely and signed without any reservations and/or amendments (see § 3.16). When tenders are submitted by a partnership/consortium (see § 3.17) each partner must complete and sign the 'Self-declaration' Annex and enclose the annex with the tender.

Tenders that do not comply with the above will be excluded from further participation in the tendering procedure and will be set aside.

The accuracy and legitimacy of the information in the Self-declaration will not be verified in this phase of the tendering procedure. The tendering authority can do so solely for the self-declaration of the winning tenderer (see § 2.1.6 and § 3.28).

2.1.3 Preferences with respect to the contract

The tendering authority will then assess the extent to which the preferences laid down in the Schedule of requirements (Section 6) are met. These preferences constitute the award criteria that serve as the basis of the tendering authority's award of points to tenders that were not excluded in the previous assessment stages. The method adopted for the award of points is explained in Section 6.

2.1.4 Most economically advantageous tender

The contract will ultimately be awarded to the most economically advantageous tender for the tendering authority as based on the award criteria and the associated method for the award and weighting of points detailed in Section 6. The most economically advantageous tender for the tendering authority is the tender with the highest final total score. Tenders excluded from further assessment/participation in the preceding assessment stages and set aside by the tendering authority will not be processed and cannot be regarded as the economically most advantageous tender.

The tendering authority rounds off the tenderers' final total score to one decimal place. Scores are not rounded off prior to their inclusion in the final total score. The tenderer's final total score determines the tenderer's rank. In the event that two or more tenderers are awarded the same final total score, as a result of which the tendering authority would be required to award the contract to more than the required number of tenderers, then the tendering authority will award the contract to the tenderer with the highest final

score for the plan of approach award criterion. In the event that the tenderers awarded the highest final total score have also been awarded the same score for this award criterion then lots will be drawn to determine the tenderer to whom the contract will be awarded.

2.1.5 Further review of evidence

The tendering authority may require the winning tenderer to submit one or more items of evidence (see § 3.28). However, the tendering authority is not under the obligation to do so. The evidence should demonstrate that the tenderer complies with the statements made in the Self-declaration and Declaration of approval. The evidence for the Self-declaration is enclosed in Section 4.

The winning tenderer must submit the evidence to the tendering authority within 20 days of the tendering authority's first request for the evidence. If the tenderer fails to produce correct and valid evidence or fails to do so in time then the relevant tenderer may, nevertheless, be excluded from the tendering procedure. The tenderer will not then come into consideration for the final award of the contract. This also the case when the evidence that is submitted reveals that the Self-declarations of the tenderer were not signed by a competent representative of the tenderer.

3 Procedural provisions and regulations

3.1 General

This tendering procedure complies with the provisions of the Public Procurement Act. The 'open tendering procedure' has been adopted for this tendering procedure. For this purpose, an announcement has been published on www.tenderned.nl and in the Supplement to the Official Journal of the European Union.

In this tendering procedure, the contract shall be awarded on the basis of the most economically advantageous tender award criterion.

When a tender has not been prepared in accordance with the provisions and regulations laid down in this Section, then the tendering authority may set the tender aside and exclude the tenderer from further participation in this tendering procedure.

In submitting a tender the tenderer declares that the tenderer concurs with these provisions and regulations and with all other conditions referred to in this tender document.

3.2 Communications

All communications relating to this tendering procedure are to be addressed to Henk.ballering@rvo.nl of the Ministry of Economic Affairs *Inkoop Uitvoeringcentrum EZ*, with a copy to cdieleman@cbi.eu of the CBI/RVO.

Officers other than the officers referred to above may not be contacted directly about this tendering procedure.

3.3 Schedule

The following schedule is applicable to this tendering procedure:

9 June 2015	issue of publication, commencement of submission period
Period to 3 July inclusive	Closure of question-and-answer round: deadline for tenderer questions about this tender document and the framework agreement (including the general terms and conditions) and for tenderer submissions of proposals for the draft framework agreement (including the general terms and conditions)
10 July	Issue of Summary of Additional Information
20 July , 12:00 noon	Deadline date and time for the receipt of tenders
20 July, after 12:00 noon	After the submission period, opening of the tenders received
Calendar weeks 30 and 31	Assessment of tenders
5 August	Issue of notification of award decision
Period to 25 August inclusive	Deadline for questions and/or for a petition for a preliminary injunction concerning the notification of the award decision.
Period to 25 August inclusive	Deadline for the winning tenderer's submission of the evidence requested by the tendering authority
September	Date on which framework agreement or agreements comes/come into effect

The tendering authority reserves the right to adjust the periods referred to in the schedule should the circumstances give cause to do so. The tendering authority will then issue timely notification of the new periods to all tenderers and potential tenderers.

3.4 Questions and requests for information

The tendering authority has provided for one question-and-answer round during the submission period.

- Any questions or comments you may have about this tender document may be raised until the close of the question-and-answer round (see § 3.3). All questions/comments received in time by the tendering authority will be anonymised and included in the summary of additional information together with the tendering authority's answer or response.

In general, the tendering authority will publish the summary of additional information on www.tenderned.nl. The summary of additional information issued during the quotation phase is an integral part of this tender document.

All questions and comments relating to the tendering procedure must be directed by email to the contact person specified in § 3.2.

The form for questions and comments enclosed in Annex 1 must be used for this purpose.

The response form enclosed in Annex 1 must also be used to submit questions about the draft framework agreement, including the general terms and conditions, and to submit comments, such as objections and any suggestions for text, where relevant. Further information is enclosed in § 3.23.

Questions raised by telephone will not be answered.

The tendering authority assumes that sections that do not give rise to questions are sufficiently clear.

3.5 Term of validity of the tender

The tenderer's tender must remain valid for at least three months from the opening of the tender. When a petition for a preliminary injunction against the notification of the award decision has been submitted to the competent court in The Hague, then the tenderers must in any case maintain the validity of their tender for four weeks after the competent court's decision in the first instance on the preliminary injunction.

3.6 Variants

Tenderers are not permitted to supplement a tender submitted in accordance with the tender document with variants of that tender.

3.7 Costs of the tender

The tendering authority does not reimburse any costs incurred in the preparation and submission of tenders or incurred in the provision of any further information, where relevant.

The tenderer bears the risk of any costs and/or loss, where relevant, incurred as a result of the non-award of this contract to the tenderer.

3.8 Suspension of the tendering procedure

The tendering authority reserves the right to suspend or cancel the tendering procedure, either in whole or in part, at any time until the conclusion of the intended framework agreement. Tenderers are not then entitled to the reimbursement of any costs whatsoever incurred in connection with this tendering procedure.

3.9 Ranking of documents

In the event of any contradiction between the tender document and the summary of additional information then the summary of additional information will prevail. In the event of any contradiction between the provisions of a number of summaries of additional information that have been issued, then the provisions of the most recent summary of additional information will prevail.

3.10 Information about the obligations of tenderers

Information about the obligations arising from the provisions on tax, environmental protection, occupational health and safety, and terms and conditions of employment applicable *in the Netherlands* that govern the tenderer during the term of the framework agreement is available from:

For provisions relating to tax: the Tax and Customs Administration;
www.belastingdienst.nl

For provisions relating to environmental protection: the Ministry of Infrastructure and the Environment: www.rijksoverheid.nl

For provisions relating to occupational health and safety and to terms and conditions of employment: the Ministry of Social Affairs and Employment:
www.rijksoverheid.nl.

3.11 Contradictions or objections

By submitting a tender, the tenderer concurs in full with the provisions and conditions governing the tendering process and with procedure laid down in this tender document. Should the tenderer be of the opinion that any document issued to the tenderer by the tendering authority contains inconsistencies or errors or is unclear then the tenderer is under the obligation to issue immediate written notification of the situation to the contact person specified in § 3.2, together with a statement of the consequences and/or proposals for amendment, where relevant.

Should a tenderer have objections to all or part of the tender document including, but not restricted to, the subject of the contract, the award criteria and the assessment procedure, then the tenderer must issue written notification, as promptly as possible, to the aforementioned contact person in which the tenderer states the objections and the consequences for the tenderer, where relevant.

3.12 Complaints procedure

Questions, requests, comments and/or objections relating to the tender documents must be made known to the tendering authority in accordance with the provisions of § 3.4, 'Questions and additional information', or § 3.12, 'Contradictions or objections'.

Entrepreneurs who continue to disagree with the response from the tendering authority, or do not receive any response, can submit a complaint to the tendering authority.

Entrepreneurs can also submit a complaint straight away.

More information is enclosed in the 'Complaints procedure' annex.

3.13 Settlement of disputes

In addition to the provisions of § 3.12, 'Complaints procedure,' all disputes related to this tendering procedure can also be submitted to the committee of tendering experts (*Commissie van Aanbestedingsexperts*) (www.commissievanaanbestedingsexperts.nl) and/or to the competent court of The Hague. The tendering procedure is governed solely by Dutch law.

3.14 Submission of the tender

Tenders must be submitted by no later than **12:00 noon on 20 July**. Tenders may not be submitted by fax or email. The date and time for the submission of the tender must be regarded as a peremptory time limit. The tenderer bears the full risk of any delays in the post or delays caused by an incorrect or incomplete address. Post with surcharges will be refused.

Documents that have not been received by the tendering authority by the aforementioned date and time will be excluded from the assessment of the tenders.

You can submit tenders in one of two ways: 1. by post or, 2. digitally through TenderNed.

By post:

The tender, with annexes, must be enclosed in a sealed envelope or package labelled with the address sheet referred to below and then sent or delivered to the address stated on the address sheet ('Address sheet' annex).

Tenders can be delivered in person during office hours (9:00 AM – 5:00 PM). Tenders can be submitted on the closing date by no later than 12:00 noon on 20 July. You will be issued a confirmation of receipt if you so require.

Digitally through TenderNed:

- You can submit a digital tender through TenderNed only when your company is registered with TenderNed and one or more registered users are linked with your company account and are authorised to submit tenders through TenderNed. *Bear in mind that it may take some time to work through this full registration process.* The tendering authority recommends that you do not defer this registration with TenderNed until shortly before the deadline for the submission of tenders: register straight away. Once you have registered your company you will need to add the relevant tendering process on the TenderNed notices platform to the list of tendering procedures in which your company is engaged. You do so by clicking on the 'add to my contracts' (*Toevoegen aan mijn aanbestedingen*) button.
- When you wish to submit a digital tender for this invitation you click on your TenderNed list of tendering procedures to go to the dashboard of the relevant tendering procedure. You then work through your tender in a number of steps: *you can (where applicable) specify the lots for which you wish to submit a tender, you can answer the requirements and criteria, add or upload the requested documents, raise any questions you have with the tendering authority, where relevant, and then submit your tender.* Before you actually submit your tender, TenderNed checks whether you have filled in the mandatory fields and warns you if you have left any blank. When your tender is ready for submission you can submit it to the tendering authority by placing it in a 'safe'. TenderNed sends a text message to your mobile phone with a

transaction code. This security check is to verify that the appropriate person is submitting the bid. Once you have entered the code the tender is put in the TenderNed safe. If you so require, you can withdraw or amend your tender until the time at which the safe containing the tenders closes at the end of the submission period. Solely the last version of the tender to be submitted will be visible to the tendering authority on opening the safe and, consequently, processed.

- Solely digital tenders for the relevant tendering procedure submitted via the TenderNed digital safe before the expiry of the submission period will be processed by the tendering authority. Other tenders will be set aside and will be excluded from the assessment of tenders. Consequently, tenders may not be submitted by fax or email, or in hardcopy form.
- The digital clock that counts down and the closing time for the submission of tenders displayed on the TenderNed dashboard are determinative and prevail over all other times shown.
- You will automatically receive an automatic confirmation from TenderNed shortly after you have submitted the tender. This notification serves as your confirmation of receipt.
- The tendering authority can view the tenders only once TenderNed's digital safe is opened. This can be opened only once the deadline date and time for the submission of tenders have expired.
- Consult the six steps to bidding for public procurement contracts online via TenderNed ([In zes stappen digitaal inschrijven op overheidsopdrachten via TenderNed](#)) (Annex 10 to this tender document) or the more comprehensive manual for entrepreneurs ([handleiding ondernemers](#)) for more information about registering with TenderNed, organising your account and submitting digital tenders. This and supplementary information about the use of TenderNed is also available via www.tenderned.nl/egids.
- If you have any technical questions about or problems with the submission of digital tenders through TenderNed then you can contact the TenderNed service desk (see also § 3.4). If you are of the opinion that the TenderNed service desk is not answering or responding to your questions or indications, or is not answering or responding to them in time or in full, then you can also contact the tendering authority's contact person (see § 3.2).

You can raise questions relating solely to the TenderNed functionality or technology with the TenderNed service desk via 0800-TenderNed (0800-8363376) on working days between 8:30 AM and 6:00 PM, or via servicedesk@tenderned.nl. You can also consult the electronic manual, the eGids, at <http://www.tenderned.nl/egids/>.

Tenders which have not been received by the tendering authority in the prescribed manner and/or are received by the tendering authority after the closing date and time for the submission of tenders will be set aside for the remaining period of the tendering procedure.

The tendering authority will not return these tenders.

3.15 Form and content of the tender

A *single* copy of the tender must be submitted which bears a valid signature (see the provisions laid down in § 3.16, the 'Self-declaration' annex and Section 4) with the original set, and in loose leaf form.

When submitting tenders by post: You must also submit your tender on a *digital* data carrier, preferably on a USB stick in the form of MS Word (.doc), MS Excel (.xls), Open

Office (.odf), or Adobe Acrobat (.pdf) files. In the event of any variances between the digital version and the hardcopy version, the hardcopy version will prevail.

Tenders must be prepared in the sequence and layout adopted in this tender document. You can use the following **checklist** as an aid in the preparation of your tender.

Subject	Description	Add behind tab sheet/page of your tender
Annex 9	Address sheet, when submitting tenders by post:	Outside of envelope/package
Tender letter	Letter in which you submit your tender The letter must state <i>the lots</i> to which your tender relates.	
Annex 2	Completed and validly signed Self-declaration*	
Annex 3, Section 5	Validly signed Declaration of approval	
Section 6	Your response/answers to the schedule of preferences	
Annex 4	Prices/rates (completed and validly signed price format)	

* When tenders are submitted by a partnership/consortium, each member of the partnership must complete and sign the 'Self-declaration' annex and enclose it with the tender.

The tender must be complete, i.e. all annexes and requested information requested must be enclosed with the tender. If you cannot answer a question then you must state this explicitly, together with the reasons. See also § 3.22. Any other issues that considered as important can be stated in a separate annex.

3.16 Valid signature

Within the context of this tendering procedure, a valid signature is understood as follows:

1. The documents must be signed by a competent person/authorised representative.
When the entry in the professional or trade register states that two or more persons are solely jointly competent to represent the business, then documents that must bear a valid signature must be signed by those two or more persons. Account must be taken of any restrictions, where relevant, on the competence to represent the business.
More information is enclosed in § 4.3.
2. The documents must bear an original signature of by the competent person.
The documents bearing an original signature may then be scanned and added to the tender.
N.B.: the Self-declaration offers the option of signing with a digital signature. However, and as is apparent from requirement 2, the tendering authority requires an original signature on the Self-declaration.

3.17 Self-declarations

There are two Self-declarations that the tenderer must complete truthfully and sign with a valid signature. In signing these declarations, the tenderer declares that the tenderer meets the requirements and accepts the conditions laid down in those declarations. This relates to the declarations included in the following annexes:

- Self-declaration (Annex 2).
This will be explained in more detail in Section 4.
- Declaration of approval (Annex 3).
This will be explained in more detail in Section 5.

When:

- one or both self-declarations are submitted without a valid signature,
 - one or both self-declarations are signed with a reservation,
 - changes have been made to one or both self-declarations, and/or
 - incorrect or incomplete information is provided,
- then this will result in the unconditional exclusion for the remaining period of this tendering procedure.

The use of the 'Self-declaration' limits the administrative burden on the tenderers and the tendering authority. Solely the winner of the tendering procedure may be requested to submit evidence verifying the statements made in the self-declaration.

N.B.:

The copy of the Self-declaration to be completed by the tenderer must be opened in Acrobat Reader. Opening and completing the Self-declaration in another program may result in an incorrect presentation of the details in the digital form submitted to the tendering authority which in turn results in the presentation of contents of the Self-declaration other than those that were intended.

The consequences of opening and completing the Self-declaration in another program, where relevant, shall be borne by the tenderer.

3.18 Tendering in cooperation with other companies

When you are not in a position to perform the contract without assistance then you can also opt to submit a tender in cooperation with other companies.

A tender can be submitted in cooperation with other companies in one of two forms:

Either as a partnership ('consortium'), in which each partner is individually and jointly and severally liable for the performance of the obligations arising from the tender and the performance of the resultant framework agreement, where relevant. The 'Self-declaration' annex must then state the lead partner in the partnership, the partner who may act as authorised representative towards the tendering authority; Or as a main contractor-subcontractor structure in which the main contractor acts as the contracting party and is liable for the fulfilment of all obligations, including the obligations undertaken by the subcontractors by signing the subcontract.

Tendering as a partnership (consortium)

When a tender is submitted by a partnership, then:

- each partner must apply a valid signature to the 'Self-declaration' annex, whereby all companies forming part of the partnership accept the individual and joint and

- several liability for the fulfilment of the obligations arising from the tender, as well as for the performance of the framework agreement, where relevant, and
- the Self-declaration must state the names of the other partners in the partnership (1.5), the company that will act as the lead partner (1.6), and the part of the suitability requirements that are met by the company of the undersigned (8.1).

Tendering as the main contractor with subcontractor(s)

In this structure, the main contractor is the tenderer. When the tenderer submits the tender as the main contractor, then:

- the 'Self-declaration' annex must state, under 8.2, the suitability requirements for which the tenderer relies on a subcontractor and the names of the subcontractors. When a main contractor submits a tender together with one or more subcontractors, only the main contractor needs to complete and apply a valid signature to the Self-declaration.

In this structure, the main contractor bears the full liability for the fulfilment of the obligations arising from the tender and from the performance of the contract, where relevant. Consequently, the main contractor also bears the liability for its subcontractors' fulfilment of their obligations.

3.19 Single submission of the tender

A natural person, legal entity, and/or company may submit only one tender (either individually or in combination with other natural persons, legal entities, and/or companies).

Several companies of a group may each submit tenders only when each company has prepared its tender in autonomy and independently from the other tenderers – including the tenderers from the same group of companies – and has prepared its tender in accordance with all the rules of fair competition of confidentiality. By submitting a tender, the tenderer states that it concurs with this condition.

The tendering authority does not regard the submission of a tender for a number of lots as the submission of a number of tenders.

The tenderer is permitted to submit a tender per proposed Sector Expert for a maximum of two lots.

The tenderer cannot propose multiple Sector Experts to jointly comply with the suitability criteria for a specific lot. Per expert as proposed by a tenderer, the tenderer can be awarded multiple lots if the tenders of that tenderer with the proposed expert have all been awarded the highest score for those lots.

However, the maximum total estimated value of the lots to be awarded to tenders that propose the same expert is €310.000. In other words: per expert, the tenderer can only be awarded multiple lots if the total estimated value of those lots (as set out in the table in section 4.1) does not exceed €310,000. This will be calculated per expert, irrespective of the number of tenderers by whom the expert has been proposed.

If a tenderer wishes to propose an expert for multiple lots and the total estimated value of those lots exceeds €310.000, the tenderer is required to provide a clear order of preference of the lots that the tenderer would like to be awarded for that particular expert. That order will be decisive in determining at what point the maximum value for an expert has been reached and no additional lot(s) can be awarded for that expert.

3.20 Contravention of the fundamental principles of tendering law, fair competition

Tenderers that contravene one of the fundamental principles of tendering law – such as the principle of equality – in a manner that impairs or may impair fair competition will be excluded from the tendering procedure. This is also applicable when the contravention or restriction of fair competition becomes apparent only after the notification of the award decision to all tenderers. The tendering authority does not decide to exclude a tenderer for this reason until it has notified the relevant tenderer of its intention and the tenderer has been granted an opportunity to demonstrate to the tendering authority that it has not contravened a fundamental principle of tendering law or has not impaired fair competition.

By submitting a tender for this tendering procedure, the tenderer declares that the tenderer is cognisant of the fact that contravening a fundamental principle of tendering law can have these consequences. Contravening a fundamental principle of tendering law is also understood as including contraventions of the compelling legislation and regulations governing this tendering procedure. The tendering authority can establish a contravention of the fundamental principles of tendering law or the impairment of fair competition with all the means at its disposal. An irrevocable decision or court judgment is not required.

3.21 Publicity and language

The tenderer will refrain from making statements of any nature whatsoever that could harm other parties involved. The contravention of this condition may result in the tenderer being excluded from further participation in this procedure. The tendering authority will treat information provided by tenderers as confidential. Publicity about this tendering procedure is permitted solely with prior written permission from the authorised officer of the tendering authority.

The tenderer shall use solely **Dutch or English** in all verbal and written communications with the tendering authority during this tendering procedure. This condition will also be applicable, if necessary, during a subsequent phase in the performance of the contract, where relevant. Information material and similar must also be provided solely in English.

3.22 Accuracy and completeness of the information provided

By submitting a tender, the tenderer states that the tenderer guarantees the accuracy and completeness of all data and statements submitted by the tenderer.

The tenderer bears the full risk of the absence of information and/or answers and/or of the provision of incorrect information. This may, depending on the nature of the omission or inaccuracy, result in exclusion or the loss of points. Should it transpire in a later phase that the tenderer has submitted incorrect and/or incomplete information then the tenderer may be excluded from further participation or agreements already made may be cancelled, when the tendering authority will not be liable to pay the tenderer any form of financial compensation whatsoever.

3.23 No reservations in tenders

The tenderer's tender shall not contain any reservations. In submitting a tender, the tenderer states that the tender is submitted unconditionally and without any reservations whatsoever and that the tenderer concurs with all the documents and regulations issued

by the tendering authority in this phase of the tendering procedures. Tenders containing one or more reservations will be excluded.

3.24 General terms and conditions

The tenderer's delivery, payment and/or other general terms and conditions – by whatever name – are expressly rejected. The General Government Terms and Conditions for Public Service Contracts (*Algemene Rijksvoorwaarden voor het verstrekken van opdrachten tot het verrichten van diensten*, the ARVODI), 2014 version, will govern the framework agreement.

3.25 Terms and conditions

The texts of the framework agreement to be concluded and the associated ARVODI-2014 (as an annex hereof) are enclosed in the 'Draft framework agreement' and 'ARVODI' annex. Tenderers may raise questions and comments about the draft framework agreement and the ARVODI-2014 until the deadline for the submission of questions for the question round (see § 3.4). Tenderers are then also offered an opportunity to submit proposals for alternative texts, which will then need to be accompanied by substantiation demonstrating that the alternative is at least equivalent to – or is a valuable addition for both parties to – the requirements in the original draft framework agreement. The tendering authority can exercise its discretion in deciding whether to implement proposed changes. The tendering authority will state whether it has accepted or rejected these proposals in its summary of additional information. The tendering authority can also enclose the amended draft framework agreement when it deems this to be of relevance. Any amendments to the ARVODI-2014 will be taken into account in the draft or final framework agreement.

By submitting a tender, the tenderer concurs with the framework agreement, where relevant in amended form, and the annexes to the agreement. Solely the final framework agreement will govern the fulfilment of the contract.

3.26 Social conditions (implementation condition)

The contracting authority conducts sustainable procurement in accordance with the policy of the Dutch national government. Within this context, a special condition is attached to the performance of the contract: this is enclosed in the 'Social conditions' annex that is a part of the framework agreement.

The tenderer is not required to add the completed and signed 'Social conditions' annex to its tender. However, by signing the Self-declaration, the tenderer concurs with this annex and, should the framework agreement be concluded with the tenderer, undertakes to complete and sign the 'Social conditions' annex at the time the framework agreement is signed and to submit the required annexes to the contracting authority, where relevant.

3.27 Explanation and verification of tender

The tendering authority may require the tenderer to explain the tender in more detail and/or submit supporting documents. The tendering authority is entitled, but not obliged, to check the accuracy of all data and statements to be submitted on the basis of the tender.

3.28 Amendments or additions to the tender

Tenderers may no longer amend, supplement, and/or clarify their tenders after the closing date and time for the submission of tenders unless the tendering authority has issued a request to this effect as referred to in § 3.27.

3.29 Award decision, evidence, and definitive award

Award decision

When the notification of the award decision is issued to the tenderers with whom the tendering authority intends to conclude the framework agreement, the tenderers whose tenders were rejected will simultaneously be informed of the decision in writing. They will receive a rejection notification which states the reason for the rejection, the differences from the tender that was selected and the name of the tenderer awarded the contract. All interested parties can also request further information from the specified contact person of the tendering authority.

Any interested party that, notwithstanding any written or verbal explanation that may be given by the tendering authority, is unable to concur with the notification of the award decision may submit a petition to the competent civil court in The Hague for a preliminary injunction against this notification. Any such interested party must then submit this petition within 20 calendar days after the electronic dispatch of the notification of the award decision. This term is a peremptory time limit. Interested parties that submit a petition for a preliminary injunction should, to further the timely and appropriate progress of the procedure, notify the contact person referred to in § 3.2 in good time by sending a copy of the summons.

Pursuant to Article 2.129 of the Public Procurement Act, the notification of the award decision does not constitute the acceptance of the tenderer's tender. The tendering authority is not permitted to award the contract and conclude a framework agreement with the selected tenderer during a period of 20 calendar days after the electronic dispatch of the notification of the award decision.

When a petition for a preliminary injunction has been submitted within the aforementioned period then – other than in exceptional circumstances – the final award will not be made until the judgment in interlocutory proceedings in the court of first instance has been given. This judgment then serves as the basis for the tendering authority's further decision-making on the award.

When civil interlocutory proceedings are brought against the notification of the award decision, the tendering authority will notify the tenderers accordingly. The tenderers shall then in any case maintain the validity of their tender for four weeks after the competent court's decision in the first instance on the preliminary injunction.

A tenderer who wishes to enforce an interest in a judgment in interlocutory proceedings may do so solely by means of an intervention or joinder in those interlocutory proceedings and shall not institute separate interlocutory or other legal proceedings.

Submission of evidence

When signing the declarations referred to in § 3.17 the tenderer is not required to submit evidence with its tender at that time to verify the statements made in the declarations unless expressly stated otherwise in this tender document. The evidence for the 'Self-declaration' is specified in Section 4.

However, by signing the declarations the tenderer concurs with the tendering authority's reservation of the right to require the winning tenderer to submit evidence for the declarations in a later stage.

The tendering authority's notification of the award decision to the winning tenderer on the announcement of the award decision may ask solely the *winning* tenderer to submit evidence. The evidence shall need to demonstrate that the tenderer complies with the statements made in the Self-declarations. Should the tenderer fail to submit the evidence requested within 20 calendar days after the first request of the tendering authority or the tendering authority does not concur with the content or validity of one or more items of evidence submitted by the tenderer, this may result in the decision that the framework agreement will, nevertheless, not be concluded with the tenderer. The tendering authority shall notify the tenderers of any such situation. The tendering authority will then reassess the tenders to determine the economically most advantageous tender. The tender/results of the scores of the tenderer whose tender was put aside shall be removed and deleted from the assessment. The calculations with the formulas will then be repeated and the new results will be ranked. The award process will then be worked through again.

Final award

When there are no impediments – no petitions for a preliminary injunction have been submitted and the evidence that was requested was submitted in time and meets the requirements – then the contract will, in principle, be awarded to the winning tenderer and a framework agreement will be concluded with the tenderer.

4 Grounds for exclusion and suitability requirements

4.1 Grounds for exclusion

The 'Self-declaration' annex lists the grounds for exclusion applicable to this tendering procedure. The mandatory or optional nature as stated in the declaration provides for the application of these grounds for exclusion by the tendering authority.

By signing the 'Self-declaration' annex, the tenderer concurs with:

- the mandatory grounds for exclusion listed in paragraph 2 of the relevant declaration
- the grounds for exclusion 3.1, 3.2, 3.3, 3.4, and 3.5 listed in paragraph 3 of the relevant declaration. These grounds for exclusion are checked in the declaration.

Evidence (Do not submit with the tender. Submit only once requested.)

The evidence as specified in Article 2.89 of the Public Procurement Act

http://wetten.overheid.nl/BWBR0032203/Deel2/Hoofdstuk23/Afdeling235/2352/Artikel289/geeldigheidsdatum_19-06-2013

4.2 Suitability requirements

The tendering authority imposes suitability requirements so that it can determine whether, in its opinion, the tenderer is suitable for the performance of the contract.

By signing the 'Self-declaration' annex the tenderer concurs with the suitability requirements listed in paragraph 5 of the relevant declaration, namely 5.1 (pertaining to financial and economic strength), 5.2 (pertaining to technical and professional competence), and 5.3 (pertaining to professional authority). These suitability requirements, which it should be noted have other paragraph numbers in the Self-declaration, are specified in more detail in the following paragraphs of this Section.

See § 3.18 for situations in which the tenderer submits a tender in cooperation with other companies.

Main contractor - subcontractors

The tendering authority may require winning tenderers who make use of one or more subcontractors to qualify for the framework agreement to submit evidence demonstrating that the tenderer can actually make use of the relevant subcontractors during the performance of the contract, together with specifications of the parts of the contract in question the tenderer will subcontract, where relevant. The tendering authority may also require the winning tenderers to submit a declaration from each subcontractor in which the relevant subcontractor states that it is prepared to carry out the specified work.

4.2.1 *Financial and economic strength*

By signing the 'Self-declaration' annex, the tenderer states that:

- a. the tenderer possesses sufficient financial and economic strength to fulfil the obligations arising from the framework agreement, where relevant;
- b. the tenderer has taken out adequate professional and/or third party liability insurance to cover the performance of the contract and that should the framework

agreement be concluded with the tenderer the tenderer will continue to have adequate insurance during the performance of the contract or contracts.

Evidence (Do not submit with the tender. Submit only once requested.)

- a. suitable bank declarations or proof of professional risk insurance
- b. the submission of balance sheets or extracts of balance sheets when the law of the country in which the company has its registered office requires the publication of balance sheets, or
- c. a statement of the total turnover and the turnover of the business activity that is the object of the government contract, for at most the last three available financial years, depending on the date on which the entrepreneur founded the company or began operations, in so far as these turnover figures are available
- d. proof of professional risk insurance

4.2.2 Reference data (technical capacity)

The tendering authority has adopted the following key competences that correspond to experience in essential aspects of the contract:

1. One reference proving experience in acting as an export coach/advisor for companies in developing countries for the products in the respective lot
2. One reference proving experience in export projects in developing countries for the products in the respective lot

By signing the 'Self-declaration' annex the tenderer declares that the tenderer has carried out at least one reference contract for each of the aforementioned key competences which complies with the following minimum requirements:

1. The object of the reference contract should be comparable with the relevant key competence:
2. The reference contract must have been carried out and/or completed within the three years prior to the closing date for the submission of the tender. When a contract is used that has not yet been completed or completed in full then solely the results actually achieved with the ongoing contract may be submitted: a forecast of the results will not be sufficient.

The use of the experience of one or more subcontractors in the references is permitted solely when this subcontractor is – or these subcontractors are – or will be engaged in the performance of the relevant framework agreement *and* the tenderer will have the knowledge and experience of the relevant subcontractor or contractors at his disposal *and* will actually make use of this knowledge and experience during the performance of the contract.

Evidence (Do not submit with the tender. Submit only once requested.)

The submission of one reference for each key competence that meets the aforementioned requirements. When one reference manifests more than one key competence that meets the stipulated requirements then you may cite the same reference for those key competences. The reference or references must be signed by the party that issued the reference – the contracting authority – and the competent person

who may represent the tenderer.

The tendering authority reserves the right, if it so requires, to verify the accuracy and completeness of references and to contact one or more references without the involvement and/or permission of the tenderer.

4.3 Extract from professional or trade register

The tendering authority requires the winning tenderer to be qualified to practise the tenderer's profession. For this reason, the tendering authority may ask the winning tenderer to demonstrate that the tenderer is registered in the professional or trade register in accordance with the regulations of the Member State in which the tenderer is established or alternatively to furnish a sworn statement or a certificate. In addition, the signed documents in the tender must be signed by a competent person or authorised representative. For this reason the tendering authority may require the winning tenderer to demonstrate the legal validity.

Evidence (Do not submit with the tender. Submit only **after** you have been requested to do so.)

The legal validity of the signed Self-declarations and other declarations and evidence can be verified only on the submission of a recent extract or extracts from the Trade Register or a similar organisation pursuant to the provisions of article 2.98 of the Public Procurement Act issued **no more than six months before** the closing date for the submission of the tender. The extract must demonstrate the legal validity of the person applying the signature.

When the name of a person who has signed the Self-declaration or other declarations and evidence is not listed in the extract then a statement signed by a person who is listed in the extract will be required to serve as authorisation to verify that the person was competent to legally bind the tenderer at the time the signature was applied.

When the tender is submitted by a partnership (consortium) then each individual participant in the partnership will need to submit the above.

5 Schedule of requirements

5.1 Requirements for the contract

This Section specifies the requirements the tendering authority imposes on the services and the pricing (see § 6.1). You must apply a valid signature to the 'Declaration of approval' annex and enclose the statement with your tender to declare that you concur with and meet the requirements specified in this Section.

Failure to meet one or more of the requirements will result in the exclusion of the tender from further assessment and its rejection.

1. Requirements governing prices/rates

- 1.1. max €700 per day, exclusive of VAT
- 1.2. By completing the 'Prices/rates' annex you provide a detailed insight into the prices and rates to be adopted for this contract. When you complete the price format you state the prices and rates as follows:
 - the amount excluding VAT; the amount of VAT and the amount including VAT.
- 1.3. You indemnify the tendering authority against any claims from the Tax and Customs Administration.
- 1.4. When you specify that you are not required to charge VAT then you concur that you will submit evidence of the reasons on which this statement is based to the tendering authority within 20 days after its request to that effect.
- 1.5. You are liable for the costs or additional costs arising from VAT payments when you have not charged VAT that was due or have charged an incorrect amount of VAT to the tendering authority. You always bear the responsibility for correct payments of VAT, with the exception of the situation in the following sentence. When the tendering authority procures a service from a foreign company and that service, pursuant to the tax regulations, is deemed to have been provided in the Netherlands then the tendering authority will be responsible for the payment of the VAT on this service provided in the Netherlands to the Tax and Customs Administration.
- 1.6. The prices and rates must be all-in and denominated in euros. These then include the salary costs, overhead costs (such as accommodation expenses and salary costs of corporate staff), costs of support work, costs for the use of equipment (including PCs) incurred in connection with the contract, as well as the profit and insurance expenses.
- 1.7. The *international* travel and accommodation expenses as based on the Daily Sustainable Allowance, the DSA, incurred in connection with the contract will be invoiced separately.
- 1.8. The CBI travel policy must be adhered to. It can be found at <http://www.cbi.eu/experts>

Requirements governing the performance

General

G1. The expert must be able to act fully independently as a representative of the CBI in the relevant sector. This entails, among other things, that the expert should not be contracted (or employed) as an agent for any EU buyer operating in the same sector and/or country or region as in this lot.

Professional experience

For lots **1 and 2** regarding Subcontracting – metalworking:

P.1. At least six years of relevant experience in subcontracting in the metalworking sector.

P.2. At least six years of experience with B2B marketing and promotion in the EU in this field in a commercial, technical, or consultancy role, or a combination of these roles.

Knowledge

K.1. Adequate technical knowledge of and experience with products and production processes relating applications for metalworking.

K.2. Excellent knowledge of the trends, developments, distribution channels, and market players in the European metalworking subcontracting markets.

K.3. Profound knowledge of EU market standards and EU regulations in relation to the subcontracting in the metalworking sector.

Network

N.1. Excellent network of EU buyers in the subcontracting sector for metalworking.

For **lots 3 and 4** regarding Automotive parts:

Professional experience

P.1. At least six years of relevant experience in the automotive parts and components sector.

P.2. At least six years of experience with B2B marketing and promotion in the EU in this field in a commercial, technical, or a consultancy function or a combination of these functions.

Knowledge

K.1. Adequate technical knowledge of and experience with products and production processes relating to applications for automotive parts and components.

K.2. Excellent knowledge of the trends, developments, distribution channels, and market players in the European automotive parts and components markets.

K.3. Profound knowledge of EU market standards and EU regulations in relation to the subcontracting in the metalworking sector.

Network

N.1. Excellent network of EU buyers in automotive parts and components.

Skills

S.1. A good command of the English language, both spoken and written.

6 Schedule of preferences

6.1 Preferences for the contract

This Section lists the preferences. Each preference is an award criterion for which points can be awarded to a tender. Preferences also include questions raised by the tendering authority within the scope of the performance of the contract.

It is important that your tender meets as many of the preferences – and questions – of the tendering authority as possible. When you give your answers you also need to take account of the requirements specified in Section 5. You should enclose the answers and responses to the preferences with the tender.

When you complete the requested prices/rates you should use the tables/format enclosed in 'Prices/rates' annex. You should also take account of the relevant requirements specified in Section 5 (Schedule of requirements).

A maximum 100 points can be awarded to the answers to the preferences / questions

1. Preferences for the quality of the plan of approach

Max. 90 points	Assessment criteria
	Max. 1 page (size A4) per answer
40	Describe how you, as a sector expert, would make use of your current and new network of buyers and importers in the European market when it comes to supporting, coaching, and bringing in exporters from the countries in this lot in your sector to the EU market.
20	In the overall approach of the CBI programme for this lot, what do you consider to be the main obstacles for companies in the lot when entering the European market, and how would you address these issues?
15	The knowledge introduced in the framework of the CBI's programme by the expert should be retained in the receiving country/region in order to have companies benefit from it for a long term, even once the CBI programme has ended. How would you accomplish this?
15	Describe how the CBI could rely on the availability of the Sector Expert for the execution of future assignments, taking into account all other current and future activities in which the expert is or may be involved, whether for the CBI or for other projects/commissioning parties.

2. Preferences for the prices/rates

Max. 10 points can be awarded	Assessment criteria
	Amount of the day rate (maximum of €700 all-in)

6.2 Award method

The preferences include a statement of the assessment criteria that are applicable and the *maximum* number of points that can be awarded for each criterion. This indicates which issues for attention are of greater and lesser importance for each preference. The members of the assessment team will adopt the following scale for the assessment of the criteria.

Assessment of quality

Quality offered	Percentage of maximum number of points for each preference
Excellent, with added value	100%
Very good, with some added value	90%
Good	80%
Very satisfactory	70%
Satisfactory	60%
Reasonably satisfactory	50%
Mediocre, not entirely satisfactory	40%
Very mediocre	30%
Poor, unsatisfactory	20%
Very poor, unsatisfactory	10%
No result	0%

Assessment of price

The following formula is used for the scoring for the price:

Lowest offered price / price of own registration * maximum achievable points = number of points scored

The number of points will be rounded off to whole points.

Example: Price: A = 500, B = 550, C = 350

Maximum number of points is 20. C is the lowest with 350.

Points A: $350/500 \times 10 = 7$

Points B: $350/550 \times 10 = 6$

Points C: $350/350 \times 10 = 10$

Annexes

The following annexes form an integral part of this tender document. They have been supplied separately with the tender document.

- Annex 1 Summary of additional information
- Annex 2 Self-declaration for public procurement procedure
- Annex 3 Statement of approval
- Annex 4 Prices/tariffs
- Annex 5 Model framework agreement
- Annex 6 ARVODI general government terms
- Annex 7 Social standards
- Annex 8 Complaints procedure
- Annex 9 Address sheet (to be used with paper mail tender)
- Annex 10 TenderNed six steps to bidding for public procurement