



Ministerie van Landbouw,
Natuur en Voedselkwaliteit

Tender Document

Invitation to tender in accordance with the European open procedure for transportation and processing of dangerous fireworks

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Definition of terms

Tendering authority	The Ministry of Agriculture, Nature and Food Quality, also on behalf of the Participating Party.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>)
Participating Party	State Property Movable Goods (Domeinen Roerende Zaken (DRZ))
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Agriculture, Nature and Food Quality, who concludes the Contract with the Contractor on behalf of the Contracting Authority and the Participating Party.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
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.

Uniform Single Procurement Document

A statement in which the Tenderer declares his compliance with the requirements specified in this document.

Specific terminology

Waste and resource management

Waste and resource management and *Catering* form the government-wide category for Consumer Services.

Waste stream

By 'Waste stream' we mean a stream of one specific category. This can be glass, paper, organic waste or plastic. But also special flows such as coffee or diapers, which often end up in the GFT (organic waste) or residual waste. In this Tender Document it means 'dangerous fireworks'.

Pick-up address

Location of the Participating Party in the province of Brabant (Tilburg area) where the Waste stream must be collected. Due to safety aspects the exact location will be shared after award of this tender.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for transportation and processing of dangerous fireworks.

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

1.1 Tendering Authority Participating Party and IUC-EZK

This tendering process is being conducted on the instructions of The Ministry of Agriculture, Nature and Food Quality, also on behalf of the Participating Party stated below. IUC-EZK will act as process manager during this tendering process.

Participating Party

State Property Movable Goods (Domeinen Roerende Zaken (DRZ)). DRZ is a directorate of the Ministry of Finance and the legal custodian of seized goods. In addition, DRZ is designated by law to process surplus goods from the national government.

1.2 Reason for this invitation to tender

The Tendering authority, also on behalf of the Participating Party, wishes to conclude a Contract with a maximum of one Contractor that carries out the transportation and processing of dangerous fireworks. The ambition is to return all offered dangerous fireworks as useful applications as stated in the waste hierarchy LAP3 (C1,C2 en C3)¹.

1.3 Time schedule

The schedule below applies to this tendering process.

August 16, 2021	Issuing of publication, start of tendering period.
September 6, 2021 Time 10.00 hour	Closure of 1st round of questions: deadline for the Tenderer to submit questions regarding this Tender Document 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).
September 10, 2021	Issuing of 1st Memorandum of Information
September 17, 2021 Time 10.00 hour	Closure of 2nd round of questions: deadline for the Tenderer to submit questions.
September 22, 2021	Issuing of 2nd Memorandum of Information
October 4, 2021 Time 10.00 hour	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 40	Assessment of Tenders.
October 8, 2021	Announcement of the award of the Contract.
October 28, 2021	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
October 15, 2021	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
November 15, 2021	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.

¹ <https://lap3.nl/service/english/>

2. Description of assignment

2.1 Description and objective of the assignment

Category management for Waste Care and Resource Management involves the removal and processing of the generic waste flows of the central government. An important goal for the national government is to convert the offered waste flows into sustainable raw materials with the lowest possible environmental impact.

The assignment concerns the following activities:

- The transport and handling (processing) of dangerous fireworks. The assignment also includes the storage of dangerous fireworks before processing. Transport refers to the transport of dangerous fireworks from the location of the Participating Party to the (processing/storage) location of the Contractor. Processing is understood to mean; destruction.

The requirements for this assignment are described in more detail in chapter 3.

The goods will be destroyed at a location chosen by the Contractor. The Contractor immediately becomes the owner of the Waste stream as soon as it is transferred to the Contractor at the location of the Participating Party.

The Tendering authority values Corporate Social Responsibility. The Contractor is expected to play an active and flexible role in this area during the execution of the assignment. During the execution of the assignment, both the Tendering authority and the Contractor will work with a number of Key Performance Indicators (KPIs). A systematic review of the KPIs will take place during the execution of the Contract.

Meeting the standards set for the KPIs will play an important role in the decision of the Tender authority to extend the Contract after the initial term. Developments in the market may also lead to the Contract not being extended after the initial term. The Tendering authority reserves the right to decide whether or not to use the option years.

The following activities do not fall within the scope of the assignment:

- Transport of dangerous fireworks from location at which they are seized to the (storage) location of the Participating Party.
- Delivery, emptying, cleaning and inspecting of required packaging. The Participating Party will offer the Waste stream ready for transport on pallets.

2.2 Dangerous fireworks

The assignment relates to the transport, storage and processing of dangerous fireworks class 1.1G

2.3 Lots

The tender is not divided into lots, because the Contract cannot be divided into several lots. The scope of the Contract does not restrict SMEs to submit a Tender and access the Contract.

In addition, better logistical and administrative efficiency can be achieved by having the entire scope processed by one Contractor. The trucks become more efficient and transport can be done in a more environmentally friendly way and at acceptable costs.

2.4 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 1 year, including a unilateral option for the Contracting Authority to extend the contract by 3 years. Extension will take place by 1 year at a time with a maximum of 3 years.

The Contract will start on the 15th of November 2021 and will expire on the 14th of November 2022. In the event that The Contracting Authority extends the contract with all 3 option years, the Contract will end on the 14th of November 2025.

The Contracting Authority intends to conclude a Contract with 1 supplier.

2.5 Scope of the assignment

The Tendering Authority has estimated a total contract value (including optional extension years) of 260.000 kg (65.000 kg by year).

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.

Due to its unpredictable nature, the offer (in kg) can fluctuate strongly during the term of the Contract. In view of political developments within the national government, it is possible that the services provided for this Contract will change.

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. 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 Service requirements

- 3.1.1 In accordance with the current (European) law and regulations; Tenderer is responsible for and in the possession of the required permits to transport (in the Netherlands and abroad) and process dangerous fireworks class 1.1.G.
- 3.1.2 The Tenderer is responsible for organizing and obtaining the required EVOA permit for transport of the Waste stream. The Tenderer must be in the possession of an EVOA permit from the commencement date of the Contract.
- 3.1.3 Processing (destruction) takes place within the European Union.
- 3.1.4 The assignment will be concluded in a Contract, the draft version of the Contract is included in Annex 2 (Draft Contract).
- 3.1.5 The collection (at the location of the Participating Party) and transport of the Waste stream is part of the assignment. The Waste stream will be offered ready for transport. Transport between the location of the Participating Party and the processor is sealed. This process will be further elaborated by the parties after the tender.
- 3.1.6 The Tenderer agrees that the ownership of the Waste stream will transfer to the Contractor at the time of transfer (of the Waste stream), at the Participating Party's location.
- 3.1.7 The transport frequency will be determined by the Tendering authority. The waste stream will be collected on location at request of the Tendering authority. The Contractor will collect the Waste stream within a maximum of 14 calendar days after the Tendering authority's request for pick up. The Contractor will collect the Waste stream within the maximum of 14 calendar days and transport the Waste stream to the processing and/or storage location.
- 3.1.8 The Contractor will appoint a single point of contact for transport requests. Requests to collect the Waste stream will be confirmed to the Tendering authority within a period of 3 days by e-mail. Within this period of 3 days, parties will also determine a date and time of when the Contractor will collect the Waste stream on location.
- 3.1.9 The Waste stream will be collected on working days between 08:00 and 17:00 hour. Deviations from the times as mentioned above are only possible after coordination with and approval of the Tendering authority. Deviations must be notified at least 1 day (24 hours) before the planned transport.
- 3.1.10 Vehicles used by the Contractor meet the European emission standard of minimal 5, are well-maintained and in representative state.
- 3.1.11 Vehicles are equipped with a live track-and-trace system to monitor the exact location of deployed vehicles. The Contractor is able to demonstrate which route has been driven.

- 3.1.12 The Tenderer is able to transport quantities of 12,000 kilograms (kg) per transport.
- 3.1.13 The Contractor is capable to absorb peak loads in the transport and processing of the Waste stream. The parties will enter into consultations if the Tendering authority offers more quantity than described in paragraph 2.5.
- 3.1.14 The Contractor is responsible for ensuring that the processing and/or storage location is/are adequately secured.
- 3.1.15 The Contractor is responsible for weighing and registering the Waste stream. The weighing process can take place on the truck or in any other way. Traceability of the weight needs to be ensured by the Contractor:
- The Contractor uses calibrated weighing points to determine the weight;
 - Weighings are in kilograms and accurate (deviation of maximum +20 kg or -20 kg is allowed).
- 3.1.16 The collected Waste stream will be processed by the Contractor within a period of 30 calendar days. This term commences when the Waste stream is collected by the Contractor at the Participating Party's location. The Participating Party will be informed timely if this term cannot be met.
- 3.1.17 The Contractor will present a declaration of destruction to the Participating Party after the Waste stream has been processed. The declaration contains the following information: an overview of the quantity transported/removed (in kg) and quantity destroyed (in kg).
- 3.1.18 During the term of the Contract, the Tendering authority may start using a second storage location in the Netherlands. The Contractor will be informed when a second storage location will be used by the Tendering authority. The Contractor will also collect the Waste stream from the new location. In order to calculate the transport fee for the new location, the Contractor will use the same apportionment/calculation as specified in Annex 6 (rate per transport).
- 3.1.19 The Tendering authority holds the right to perform one or more external audits on the transport and processing process of the Contractor.
- 3.1.20 The Contractor will provide the contract manager of the Tendering authority with an external auditor's declaration (no later than 8 weeks after requested by the Tendering authority). This declaration confirms that the weighing of the Waste stream and the related invoicing are carried out correctly. The costs of the declaration are for the account of the Contractor.

The Tendering authority will proceed to request an external auditor's declaration when the following situations accrue (this is not an exhaustive list):

- The Tendering authority observes or suspects that the weighing process is not carried out and/or;
- The client observes or suspects that the weighing of the waste stream and the related invoicing has been carried out incorrectly.

3.2 Requirements relating to the personnel of the Contractor

- 3.2.1 The Contractor ensures that his personnel (including that of any subcontractors) has a representative appearance. By a representative appearance, the Tendering authority understands in any case: neat, clean work clothing, safety shoes and no exorbitant jewelry. Any tattoos should be covered by clothing as much as possible.
- 3.2.2 The Contractor will ensure that both its personnel and that of any subcontractors are visually recognizable for everyone. This is done at least by means of a company card and a valid

ADR certificate. The company pass contains at least the following information: Employee name, Passport photo and Company name of the Contractor.

- 3.2.3 Employees of the Contractor are not allowed to smoke (during work) on the Participating Party's location.
- 3.2.4 The Contractor is responsible that both its personnel and that of any subcontractors involved in the provision of services, are able to identify themselves by presenting an official identity document.
- 3.2.5 The Contractor's personnel is trained and competent to be able and allowed to perform the work. The Contractor is responsible for the behavior of its employees throughout the entire chain. The Contractor accepts that damage will be recovered from the Contractor if it is caused by its employees or those of subcontractors.
- 3.2.6 Employees of the Contractor (and subcontractors) will follow directions and instructions from employees of the Tendering authority at the location of the Tendering authority (Participating Party).
- 3.2.7 The Tendering authority may request the Contractor to replace employee(s) involved in the assignment. Requests for replacement will not be executed on unreasonable grounds. The Contractor will comply with requests for replacement.

3.3 Requirments relating to information

- 3.3.1 The Contractor manages the following information in an administration:
 - Pick up date;
 - Quantity removed dangerous fireworks in kg (weighing tickets)
 - Amount destroyed dangerous fireworks in kg (including a declaration of destruction)
- 3.3.2 The Contractor handles data from the the Tendering authority with care:
 - All data arisen during the term of the Contract and are related to the Contract may not be made available and may not be sold on to third parties.
 - Address details must be removed from the administration after the Contract has expired. There may no longer be a relationship between the waste data and the location(s) of the Tendering authority.
- 3.3.3 The information as specified under 3.3.1. is kept by the Contractor for at least 5 years

3.4 Requirements relating to the chain

- 3.4.1 If the Contractor is not the final processor, he must provide insight into the chain at the time of submitting the Tender. The description provides minimal insight into the location(s) of processing and the way in which the Waste stream is processed.
- 3.4.2 It is not allowed to landfill the waste stream or raw materials resulting from the waste stream, as these are not useful applications.
- 3.4.3 The common security of information forms the basis for working in the chain. The organizations involved are independent, but are also dependent on each other when it comes to achieving the joint (chain) objectives. The Tendering authority values great importance to the fact that its information is permanently well secured. Dealing with this data requires the parties involved to adopt a working method that guarantees the confidentiality and integrity of this data. The Contractor must take into account the General Data Protection Regulation (*Algemene Verordening Gegevensbescherming*).

3.5 Reporting requirements

- 3.5.1 The Contractor will communicate in accordance with the description of Annex C.
- 3.5.2 The Contractor must submit a report to the Contract Manager Waste and resource management in the months in which processing has taken place. The report must be submitted no later than 2 weeks after the end of a processing month. The used format must be able to be processed in MS-Excel.
- 3.5.3 The Contractor must submit an annual report once a year to the Contract Manager Waste and resource management. The annual report must be submitted no later than 4 weeks after the end of a year. The used format must be able to be processed in MS-Excel.
- 3.5.4 Reports must be submitted in accordance with the requirements of Annex A KPIs.
- 3.5.5 The Tendering authority can agree additional customized reports or a different reporting period with the Contractor. This does not involve any additional costs for the Tendering authority.
- 3.5.6 Consultation takes place at the request of the Tendering authority. At least once every six months parties will discuss the following subjects:
- KPIs;
 - Reports;
 - Escalations/actions to be taken;
 - Consequences for not meeting KPIs;
 - Market developments;
 - Relevant developments at the Tendering authority and Contractor;
 - Bottlenecks and risks.
- 3.5.7 Contractor will appoint one single point of contact for the term of the contract. The Tendering authority can contact this person for strategic, tactical and operational question.
- 3.5.8 Personnel that comes into contact with the Tendering authority have good communication skills and master the English language in word and writing.

3.6 Requirements relating to KPIs

- 3.6.1 Contractor must at least meet the requirements as set in Appendix A KPI. For each of the KPI's is describes; which standard must be achieved, the period of time in which the KPI must be achieved, the consequence associated with not meeting the KPI and which party provides the information.
- 3.6.2 If the Contractor does not meet a KPI with a recovery plan as a consequent or if the contract manager has determined that a recovery plan is necessary, the Contractor will use the format as included in Annex B.

3.7 Requirements relating to the prices/rates

- 3.7.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the Annex 6, Price sheet.
- 3.7.2 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

- 3.7.3 Excluded from requirement 3.7.2 are price changes resulting from government-imposed levies and/or taxes during the term of the contract. These changes must be unforeseen and must be demonstrated to the contract manager Waste and resource management before they are charged on in the all-in rate(s).
- 3.7.4 The agreed rates are fixed and invariable until the 1st of January 2023. After the 1st of January 2024, the rates may be adjusted once a year. Prices and rates can be adjusted in accordance with the CBS index figure for Services prices; commercial services and transport (2015=100). The index figure will be based on the average figure over the 4 most recently published and established figures per quarter under the column 'Jaarmutaties'.

Requests for indexation can only be proposed once a year in the month of October prior to the indexation. Requests before and after this month will not be processed. Requests for indexation will have to be submitted to the following e-mail address:
categorie.afvalzorg@rvo.nl

The Contractor must submit the request for indexation with a specified printout of CBS-Statline and a reference to the relevant Contract with the Contracting authority. The request will have to include a description of the old versus the new prices and rates. The Contracting authority will confirm whether the request will be approved or not.

- 3.7.5 Invoicing will take place after the services have been provided based on actual weights (kilograms) and transport.

3.8 Tax-related requirements

- 3.8.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 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.
- 3.8.5 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.
- 3.8.6 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.

3.9 Invoicing requirements

- 3.9.1 The invoice contains an overview of the actual transported and processed quantity (in kg) of dangerous fireworks according to the agreed rates.

- 3.9.2 Invoicing takes place on the basis of an electronic PDF file by e-mail directly to the Participating party.

3.10 Environmental requirements

- 3.10.1 The Tenderer must possess all environmental permits required in order to fulfil this assignment.

3.11 Requirements relating to social conditions

- 3.11.1 The Tendering Authority conducts a policy of sustainable procurement. Sustainable procurement applies to the execution of the assignment. For more information: [PIANOo - Dutch Public Procurement Expertise Centre](#).

By submitting a Tender, you agree that sustainable procurement will be discussed and defined in the Contract if the Contract is awarded to you.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

You can find the 'European Single Procurement Document' within the invitation to tender in TenderNed. In this document, you will find the following Exclusion Grounds:

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

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

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

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

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

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

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

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.

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

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 most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.

Evidence (do not submit together with the Tender – only submit it when requested to do so). Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

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

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

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

- The processing of dangerous fireworks with the aim of processing them in a way that they can no longer be found as such in free circulation, but have been recycled or removed to the highest possible useful application for the Contractor.
- The collection of dangerous fireworks at the client's location and transport to a processing location. This core competence also includes the storage of dangerous fireworks at the processor's location.

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

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignment(s) must be at least 35.000 kg (by year) This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence (submit together with the Tender):

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

The references must also demonstrate that they have a value of at least 35.000 kg.

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

4.3.3 Quality assurance (technical qualifications)

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

- That he has a quality-assurance system that is at least equivalent to a certified quality-assurance system. By 'equivalent', we mean the following:
 - Quality assurance is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department (e.g. by means of a quality handbook). This department also bears responsibility for the correct design, execution and management of this quality policy.
 - Presence and company-wide implementation of relevant procedures relating to service provision/end products and management of resources and documents, within which continual improvement is an important point of attention.
 - Operation of an internal quality cycle, including the measurement, analysis and improvement of quality levels.
 - Performance of a periodic, independent audit by an expert concerning compliance with the quality procedures.
 - Customer-oriented processes: a system is in place to ensure (from the customer's perspective) that there is a clear picture of the customer's needs and that these needs are implemented into your business processes.

Or:

- That the Tenderer possesses a validly certified quality-assurance system, the certificate for which was drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration between organisations, see Section 7: 'Tenders involving collaborations with other organisations'.

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

Compliance with these quality-control requirements can be demonstrated by means of:

- A description (max. two A4 sides, either single or double-sided) of the quality-assurance system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-assurance system. The subsection 'Quality Assurance' explains what is meant by the term 'equivalent'. Your description must address all the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

- Provision of the latest audit report or a copy of a certificate or certificates for the quality-assurance system that was/were drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration (consortium), then every member of this collaboration, for their part, must provide the quality-assurance evidence requested for the purposes of the Tender.

4.3.4 Environmental protection (technical qualifications)

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

- That he has an environmental protection system that is at least equivalent to a certified environmental protection system. By 'equivalent', we mean the following:
 - Environmental protection is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department. This department also bears responsibility for the correct design, execution and management of this environmental policy.
 - Full insight into the environmental legislation applicable to the company's business activities and compliance with this (based on inspections and action taken in response to the inspection results).
 - Insight into the exact areas in which these business activities impact the environment and how this impact can be reduced.
 - Possession of plans and execution of activities to further reduce environmental impact.
 - Performance of a periodic and independent audit concerning compliance with environmental protection agreements.
 - Availability of a report concerning compliance with environmental protection agreements.

Or:

- That the Tenderer possesses an environmental protection system for which he holds a valid certificate as referred to in the EMAS Directive, such as the ISO 14001 certificate.

In the event that your Tender involves a collaboration between organisations, see Section 7: 'Tenders involving collaborations with other organisations'.

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

Compliance with these environmental protection requirements can be demonstrated by means of:

- A description (max. two A4 sides, either single or double-sided) of the environmental protection system in place at your organisation that demonstrates that this system is at least equivalent to a certified environmental protection system. The subsection entitled 'Environmental Protection' explains what is meant by the term 'equivalent'. Your description must address all of the points specified in the 'Environmental Protection' subsection and demonstrate the system's equivalence or more.
Or:
- If and to the extent they are applicable, the environmental permit(s) required for the fulfilment of this Contract.
- Provision of a copy of a valid certificate as referred to in the EMAS Directive, such as the ISO 14001 certificate in the Netherlands.

In the event that your Tender involves a collaboration (consortium), then every member of this collaboration, for their part, must provide the environmental protection evidence requested for the purposes of the Tender.

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

A maximum of 1.000 points can be obtained for your response to the award criteria.

5.2 Quality award criteria

5.2.1 Plan of approach

Max. no. of points available	Assessment aspects
200	Plan of approach, paragraph 5.4.1.

5.3 Prices/rates (exclusive of VAT)

Max. no. of points available	Assessment aspects
800	- Processing fee (excl. VAT) dangerous fireworks per kilogram. - Transport fee (excl. VAT) per transport between location of the Participating Party and location of the Contractor. Prices/rates must be completed in Annex 6, Price sheet

5.4 Qualitative criteria

5.4.1 Qualitative award criteria 1: Plan of approach

The Tenderer is asked to add a plan of approach to the Tender. The plan needs to contain the following components:

- Description of activities carried out by the Tenderer, after the Contract is awarded, to implement the services provision as described in this Tender document.
- Description of the way Tenderer will carry out the activities within the assignment. Tender is asked to describe the following subjects:
 - o A phased description of the weighing-, transport-, storage- and processing process, including insight into lead time(s);
 - o Way in which the Tenderer, in addition to the requirements as set out in Chapter 3, ensures an efficient and safe implementation/completion of the service;
 - o The way in which the Tenderer implements communication and prevents the possibility of language barriers within the service provision.
- Description of the possible risks identified by the Tenderer and the measures taken by Tenderer to mitigate the different risks.

Assessment criteria:

The plan of approach will be assessed on the basis of the assessment criteria stated below:

- The extent to which it appears that the Tenderer has insight into the objective of the assignment and in which the working method convincingly contributes to the objective of the assignment.
- The extent to which the Tenderer demonstrably contributes to a timely and thorough implementation of the service provision.
- The extent to which the Tenderer demonstrably carries out (the various phases of) the service in a safe and reliable manner.
- The extent to which the Tenderer demonstrably uses clear lines of communication and prevents possible language barriers.

- The extent to which the Tenderer identifies realistic risks and takes appropriate measures to prevent or mitigate these risks.

Tenderer is entitled to use a maximum of 4 pages A4 to answer this qualitative criteria. Any pages used more than 4 will not be taken into account in the assessment of this qualitative criteria.

5.4.2 Assessment method for qualitative award criteria

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

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The response significantly exceeded expectations and offers a great deal of added value.	100%
Very Good: The response exceeded expectations and offered some added value in places.	80%
Good: The response sufficiently met our expectations.	60%
Poor: The response does not meet expectations and clearly displays many shortcomings.	30%
No response was provided to the question.	0%

5.5 Assessment of preferences in relation to prices/rates

Prices/rates must be completed in Annex 6 and must be 'all-inclusive'. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses. Prices/rates are included in the Contract.

The following formula is used for the assessment of the prices/rates section:

- **$(1 - (\text{Total price Tenderer} / \text{Total price lowest Tenderer} - 1)) * 800 = \text{your score for the prices/rates section}$**

The obtained point score will be rounded on two decimals. If the formula generates a negative score, the Tenderer will score '0' points. The example below shows what effect the formula has on the point score:

Prices/rates	Price/rate	Point score
Tenderer A	10	800
Tenderer B	12	640
Tenderer C	25	0

Example price/rates

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tenders that do 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 of qualitative criteria 1, Plan of approach (5.4.1.) In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 10 (ten) 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 cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

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): Thomas van den Kerkhoff (thomas.vandenkerkhoff@rvo.nl) with a CC to Wietske Schuurman (Wietske.schuurman@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 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult the eHandbook via <http://www.tenderned.nl/egids/>.

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 <http://www.tenderned.nl/eherkenning-en-tenderned-0> for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.

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 the 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.

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes 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 Agriculture, Nature and Food Quality (LNV). 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 LNV](#)

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

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

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 4	European Single Procurement Document (ESPD)*	Fill in, legally sign and add to TenderNed
Annex 5	Reference	Add to TenderNed
Annex 6	Price sheet	Add to TenderNed
Award criteria	A separate response to the Tendering Authority's Quality award criteria (5.4.1.)	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, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each

member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.

- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- 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, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

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.

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information: the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the services.

7.3.18 Single Tender

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

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

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

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

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The

Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.20 Strategic Tenders

Submitting a strategic offer is prohibited. This applies to the entire Tender. Strategic Tenders will be set aside and will not be considered for award. If the Tendering authority believes that you have submitted a strategic Tender, the following will happen:

1. The Tendering authority indicates to the Tenderer that there has been a strategic tender;
2. The Tenderer provides an explanation as to why this is or is not the case;
3. The Tendering authority assesses the explanation of the Tenderer;
4. The Tendering authority decides whether or not the Tender will be excluded.

7.3.21 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English. The Tender must be submitted in English. Additional documents (such as informational materials etc.) can also be provided in Dutch or English

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

7.3.22 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 (*Algemene Rijksvoorwaarden (ARVODI-2018)*) apply to the Contract.

7.3.23 Contract conditions

The draft Contract and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose 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. Only the definitive Contract will apply during the execution of the assignment.

7.3.24 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.

7.3.25 Request for supplementary information concerning the Tender

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

7.3.26 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. This must be done no later than 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.

Annexes

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

Annex 1	ARVODI-2018
Annex 2	Draft Contract
Annex 3	Complaints Procedure
Annex 4	European Single Procurement Document
Annex 5	References
Annex 6	Price sheet

Annexes of the Contract

Annex A	KPI Dangerous fireworks
Annex B	Template Recovery-plan
Annex C	Contract processes