



Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of marketing and communications services for NFIA in the UK and Ireland.

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Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), an agency of the Ministry of Economic Affairs and Climate Policy of the Netherlands.
NFIA	Netherlands Foreign Investment Agency, a unit of RVO
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: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality
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 Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via

this tendering process (Further Agreements) will be recorded within a specific period.

Further Agreement

A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.

Exclusion Ground

A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.

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

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the procurement of marketing and communication services for NFIA in the UK and Ireland.

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

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Netherlands Foreign Investment Agency, a unit of the Netherlands Enterprise Agency (RVO). IUC-EZK will act as process manager during this tendering process.

Netherlands Foreign Investment Agency

Whether a business considers locating in the Netherlands or already has existing operations there, the Netherlands Foreign Investment Agency (NFIA) is prepared to assist the company at every stage of establishing or expanding operations. Free, confidential services offered by NFIA include: organising fact-finding missions; arranging meetings with relevant partners; and providing personalised guidance and counsel on tax, government and permit procedures, location options and business solutions.

As an operational unit of the Dutch Ministry of Economic Affairs, the NFIA is your first port of call, connecting companies with a broad network of business partners, regional economic development organisations and government institutions to facilitate your international expansion. The NFIA was established 43 years ago, and has since then supported nearly 5,000 companies from nearly 50 countries in the establishment or expansion of their international activities in the Netherlands.

Throughout the years, NFIA has supported thousands of companies from all over the world, including BASF, Bloomberg, Cisco, Danone, Embraer, Fujifilm, GlaxoSmithKline, Johnson & Johnson, Kikkoman, MarketAxess, SABIC and Tata Consultancy Services, to successfully establish their business in the Netherlands.

Invest in Holland network

The Invest in Holland Network is a collaborative team of the Netherlands Foreign Investment Agency, Dutch regional economic development agencies and several large cities. The network works to provide a continuum of free, confidential support services to new foreign investors, as well as existing foreign investors that already have operations in the Netherlands. Start with NFIA and we will connect foreign investors to the right partners in our network to assist them with everything from recruiting talent to introducing the companies to powerful public-private partnerships.

Besides its headquarters in The Hague, the NFIA has its own offices in the United Kingdom, France, Germany, Turkey, Middle East & Africa, Americas and Asia & Oceania. In addition, the NFIA works together with the Netherlands Offices for Science & Technology (NOST), Dutch embassies, consulates-general, and other organizations that represent the Dutch government abroad, such as the Netherlands Business Support Offices (NBSOs).

1.2 Reason for this invitation to tender

The Netherlands Foreign Investment Agency (NFIA) London office seeks a marketing and communication proposal to improve the visibility and recognizability of the opportunities that the Dutch investment climate has on offer for (non-Dutch) companies. The focus of the proposal is

primarily on companies based in the United Kingdom and Ireland, secondly on companies based in the EMEA and South East Asia (SEA) regions.

1.3 Time schedule

The schedule below applies to this tendering process.

21 September 2021	Issuing of publication, start of tendering period.
15 October	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract
22 October	Issuing of Memorandum of Information
4 November	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 45-46	Assessment of Tenders.
8 November	Invitations for assessment panel (online)
Commencing 15 November	Assessment Panel
2 December	Announcement of the award of the Contract.
	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
23 December 2021	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
3 January 2022	Starting date of Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2. Description of assignment

2.1 Description and objective of the assignment

The Netherlands Foreign Investment Agency (NFIA) seeks an integrated marketing and communications proposal to improve the visibility and recognisability of the opportunities that the Dutch investment climate has to offer non-Dutch companies, in line with the Invest in Holland Strategy 2020-2025. [See Invest in Holland strategy].

The key targets are primarily companies based in the United Kingdom and Ireland, secondly companies based in the EMEA and South East Asia region. The NFIA aims to also promote itself as a quality resource to assist potential and existing investors in their European site selection process. Ultimately, the NFIA would like the marketing and communications strategy to generate awareness, interest and leads from companies wanting to set up or expand in Europe.

The remit of the contract encompasses support primarily for the UK and Ireland, and secondly for the EMEA and South East Asia region, with a specific focus on strategic advice and support for the NFIA Office in London (70%), and further supportive role for offices in the EMEA region (30%), as coordinated by the NFIA Office in London.

As the majority of the work is focussed on providing services to the NFIA London office, a good feel for British and Irish politics, business communities and connections with British and Irish press are considered vital for a good execution of the assignment.

NFIA Goals:

- Position the Netherlands as the best strategic business location for establishing or expanding a company's international operation;
- Promote the NFIA as a quality resource to assist potential and current investors in their decision-making and site selection processes;
- Setting up the Netherlands as a strong and stable investment location in Europe, also in light of global challenges like the COVID-19 pandemic, digitalization, innovation, climate change and the UK leaving the EU;
- Profiling the Netherlands as the location for companies to (further) develop operations that add value to the Dutch economy and society on sustainability, innovation, and digitalization; contribute to the development of Key Enabling Technologies [see 50 Key Enabling Technologies]; all in line with the Invest in Holland Strategy 2020-2025. [See Invest in Holland strategy]

Marketing & Communications Objectives:

- Build awareness about the positive business investment climate among the target audience (see below) also in comparison to our main competitors (i.e., Ireland, UK, Germany, Luxembourg, Belgium and France) through an integrated marketing and communications strategy;
- Enhance perception among the target audience of the open & supportive business climate and entrepreneurial & innovative economy in the Netherlands. Focus on stability, security, accessibility, access to talent, quality of life, infrastructure, sustainability, digitalization and innovation;
- Drive awareness and interest with the target audiences of the services of the NFIA and the Invest in Holland network;
- Generate new project leads and prospects through a targeted, effective and integrated marketing and communications program in line with the Invest in Holland Strategy 2020-2025;
- Content should be considerate of the (political) sensitivities, for example around Brexit or COVID-19.

Target Audience:

- Primary: senior decision makers of companies and EMEA HQ's of companies;
- Secondary: Influencers (i.e., thought leaders; journalists) and multipliers (i.e., corporate lawyers, accountants and consultants; site selectors);
- Key industries: Finance (fintech, venture capital), Creative Industries (Entertainment & Media), Chemicals (circular, biobased), Agrifood (alternative proteins, agtech), Life Sciences & Health (biopharma, medtech), IT & Tech (AI, cybersecurity), Energy (renewable energy, hydrogen) and High Tech Systems (battery technology, robotics, photonics). Please note this list may change over the course of the assignment.

Key Performance Indicators:

- Additional interest in the Netherlands as a location to set up businesses, specifically on the parameters of the Invest in Holland Strategy 2020-2025;
- Increased engagement, conversions, followers and traffic to owned channels and improved visibility and ranking in search engines;
- Increased earned media exposure in English-speaking media and press; both national and trade press;
- Increased awareness of the NFIA proposition by benchmarking the current awareness at the start of the assignment and tracking progress on a quarterly basis.

2.2 Lots

The invitation to tender has not been divided into lots, because the assignments need to be part of one consistent program.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 2 years, including a unilateral option for the Contracting Authority to extend the contract by 2 years.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value of EUR **840,000.-** (exclusive of VAT) over a maximum of 4 years, including two optional extension years.
The contact value of each year is estimated a value of EUR 210.000 (exclusive of VAT).

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.

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

3. 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 Requirements relating to Plan of Action

Respond to the objectives outlined in the description of contract with your proposed services with a written plan of action, including:

- a proposal, in line with the Invest in Holland Strategy 2021-2025 that centralises on attracting companies to invest in the Netherlands, that make the country and its economy more sustainable, more innovative and contribute to the further digitalisation of the country; specifically with the key industries of the target audiences of RFP in mind [see Invest in Holland strategy executive summary for more info];
- an analysis of how to reach the target audiences best in the UK and Ireland and how to create a positive customer journey for the target audience with the key communications goals of the RFP in mind [See backgrounder for more info];
- an analysis of how to reach the target audiences best for the EMEA and South East Asia offices with digital media, and how to create a positive customer journey for the target audiences with the key digital communications goals of the RFP in mind;
- an analysis of our current marketing tools (website, organic and paid social media, newsletters) [See backgrounder for more info];
- recommendations for the period of the contract to further improve the use of the channels mentioned above to promote the positioning of the investment climate in the Netherlands and the services of the NFIA; please note that we do not wish to focus on public events, fairs and exhibitions or non-digital advertising campaigns;
- proactive and reactive proposals for earned media opportunities in English-speaking press (nationals and trades), that you recommend to further promote the positioning of the investment climate in the Netherlands and the services of the NFIA;
- a specific proposal on how your team would execute an integrated marketing and communications campaign focussing on attracting British companies in line with the Invest in Holland Strategy 2021-2025:
 - The campaign should reflect how your campaign will enhance the visibility and recognisability of the Netherlands as a location to invest in; specifically focussing on companies that contribute to making the Dutch society and economy more sustainable, more innovative and can help to the further digitalisation of the country;
 - The campaign should focus on one of the sub domains of the following key industries: Finance (fintech, venture capital), Creative Industries (Entertainment & Media), Chemicals (circular, biobased), Agrifood (alternative proteins, agtech), Life Sciences & Health (biopharma, medtech), IT & Tech (AI, cybersecurity), Energy (renewable energy, hydrogen) and High Tech Systems (battery technology, robotics, photonics).
- overview of tools and metrics you will use to measure the success of the various strategies you propose for the run of the contract and an outline of the proposed reporting for the run of the contract.

3.2 Requirements relating to Team Expertise

Provide an overview of opportunities in how your firm can support the technical operational needs for digital marketing by NFIA offices covering in EMEA region and South East Asia [See backgrounder for more info] by

- showing your expertise in improving digital outreach, at least covering social media channels and direct mailings. Linguistic and any translation needs will be covered by the NFIA;
- accounts your firm has worked with that best reflect your work and relevancy to this offer;
- description of familiarity with nation branding, economic development marketing and/or experience with the Netherlands;
- company profile describing your firm's organisational capacity and its corporate responsibility practices.

3.3 Requirements relating to the prices/rates

- 3.3.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- 3.3.2 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. costs for support staff), costs relating to the use of (digital) tools to execute the Contract, insurance costs, and any applicable costs for e-invoicing.
- 3.3.3 The price/rates must not include any costs for advertising with third parties (i.e. SEM/PPC advertising, banner advertising).
- 3.4.3 Indexing of the rates for any already issued further assignments specified within the Contract is not permitted.
- 3.3.4 The Tenderer will not submit any zero or negative prices/rates.
- 3.4.5 the Tenderer will provide a fixed yearly budget on a monthly retainer basis, specified with hourly/daily rates according to the various marketing tools suggested in the requested plan of action (3.1).

3.4 Tax-related requirements

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.5.2 The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.5.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.5.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

- 3.5.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.5.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.5 Invoicing requirements

- 3.5.1 You must include a summary of the various activities that has been done in the month for which the invoice was sent

3.6.3 For companies established in the Netherlands only

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:

- The invoicing portal of the Dutch government
- Link with Digipoort
- E-invoicing with your own (accounting) software package through peppol
- E-invoicing through a service provider.

For companies not established in the Netherlands

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

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

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

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

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

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

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

For information on types of evidence, see Section 2.89 of the Public Procurement Act.

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

The evidence consists of:

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

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 Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

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

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

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

4.3.2 Reference data (technical qualifications)

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

- Communication Strategy
- Integrated Marketing & Communication
- Conceptual Flexibility

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 assignments must be at least EUR 200.000 per annum. 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 were 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 (do not submit together with the Tender – only submit when requested by the Tendering Authority):

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 200,000 euro per annum.

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.

4.3.9 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 100 points can be obtained for your response to the award criteria.

5.2 Quality criteria

5.2.1 Award criteria relating to Plan of Action

Max. no. of points available	Assessment aspects
40	The quality of your plan of action and the way it reflects the requirements outlined in chapter 3.

5.2.2 Award criteria relating to Team Expertise

Max. no. of points available	Assessment aspects
20	The quality of your team expertise and the way it reflects the requirements outlined in chapter 3.

5.2.3 Award criteria relating to answers to the assessment committee

After receiving and assessment of the tenders, the assessment committee will send uniform questions to all the tenderers who make a chance to win. The explanation of the answers will be done in a face-to face meeting, COVID19 permitting, or otherwise online.

Max. no. of points available	Assessment aspects
10	The quality of answers during a meeting (probably online)

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

Max. no. of points available	Assessment aspects
30	The amount of the price/rate tendered
10	Quality of breakdown of costs as outlined in chapter 3

5.4 Assessment method for qualitative award criteria

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

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

5.5 Assessment of preferences in relation to prices/rates

The assessment of the prices will be done on a basis of a relative formula.

The score is: (Lowest price offered divided by your tender price) times maximum points to be obtained = number of points obtained.

Or: $\text{Lowest Price} / \text{your Price} * 30$

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 Plan of Action. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such 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):

henk.ballering@rvo.nl

with a CC to arjen.wingelaar@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 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.

7.3.11 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.

7.3.12 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.

7.3.13 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.

7.3.14 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add (upload) to TenderNed
'Prices/Rates' annex 2	Prices/rates included in the quotation	Add to TenderNed
Cv's	CV's of the team members	Add to TenderNed
References	References of the tenderer	

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

7.3.15 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.

7.3.16 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 provision of the services.

7.3.17 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.

7.3.18 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.

7.3.19 Communication and language

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

The Tender must be submitted in Dutch OR 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.

7.3.20 General terms and conditions

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

7.3.21 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.

7.3.22 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.

7.3.23 Request for supplementary information concerning the Tender

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

7.3.24 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.

7.4 Further Agreements within the Contract

7.4.1 Further agreements within the Contract

A further agreement within a framework contract is referred to as a Further Agreement. Following the plan of action NFIA London will decide what work will be expected to be done by contractor on a monthly basis. This will be done in consultation with the contractor.

7.4.2 Award of further agreements within the Contract

The award of further agreements within the framework contract will be made based on the following Award Criteria: price-quality comparison of the scope of work determined in the further agreement.

Annexes

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

- Annex 1: European Single Procurement Document
- Annex 2: Prices/Rates
- Annex 3: Draft Contract
- Annex 4: ARVODI-2018
- Annex 5: Complaints Procedure
- Annex 6: 50 Key Enabling Technologies
- Annex 7: Backgrounder
- Annex 8: IIH Strategie 2020-2025