



## **Tender Document**

**Invitation to tender in accordance with  
the European open procedure for**

**the acquisition of information from  
international databases**

|                   |                   |
|-------------------|-------------------|
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## Definition of terms

|                                         |                                                                                                                                                                                                                                   |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tendering authority                     | Netherlands Enterprise Agency (RVO) is part of the department of the Ministry of Economic Affairs and Climate Policy.                                                                                                             |
| 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 2016 (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 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), 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/State Secretary 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 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.                                                               |

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the database supplier providing written analyses of current trends and future developments on the consumer markets of individual countries.

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 Netherlands Enterprise Agency (RVO) IUC-EZK will act as process manager during this tendering process). The Netherlands Enterprise Agency (RVO) is a part of the Ministry of Economic Affairs and Climate Policy.

IUC-EZK will act as process manager during this tendering process.

### *Organisation*

Netherlands Enterprise Agency (RVO) encourages entrepreneurs in sustainable, agrarian, innovative and international business. It helps with grants, finding business partners, know-how and compliance with laws and regulations.

The aim is to improve opportunities for entrepreneurs and strengthen their position. Netherlands Enterprise Agency is part of the Ministry of Economic Affairs and Climate Policy and works at the instigation of ministries and the European Union. Some activities of the Commodities Boards are also included.

The Agency works in The Netherlands and abroad with governments, knowledge centres, international organisations and countless other partners. The Agency also works closely together with the Dutch foreign network of embassies, consulates-general, NBSOs and Netherlands trade offices.

### *The task*

In putting policy into practice, the Agency is also the 'eyes and ears' of commissioning parties. We refer to this as the 'partner in result' principle.

We work on the basis of results-driven, measurable, transparent agreements. The Agency is allocated approximately €11 billion annually by commissioning parties to invest in their policy objectives.

### *Implementation*

Our services comprise information and advice, financing, networks (inc. international) and implementation of legislation and regulations. Our portfolio encompasses some 800 different products and services. The Agency has over 200,000 clients, around 400,000 annual client contacts and is rated by these customers with a score of 7.5. For further information, please see our website: <https://english.rvo.nl/>

## 1.2 Reason for this invitation to tender

The current contracts are due to expire on 31 December 2021. However, there is still a need for the service they provided. As a result, this tender will be opened.

### 1.3 Time schedule

The schedule below applies to this tendering process.

|                                                                        |                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Wednesday 6 October 2021                                               | Issuing of publication, start of tendering period.                                                                                                                                                                                                                                        |
| Monday 25 October 2021, 12:00 CET                                      | 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). |
| Friday 29 October 2021                                                 | Issuing of 1st Memorandum of Information                                                                                                                                                                                                                                                  |
| Thursday 4 November 2021, 12:00 CET                                    | Closure of 2nd round of questions: deadline for the Tenderer to submit questions.                                                                                                                                                                                                         |
| Thursday 11 November                                                   | Issuing of 2nd Memorandum of Information                                                                                                                                                                                                                                                  |
| <b>Monday 22 November 2021, 12:00 CET</b>                              | Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.                                                                                                                                                                                                |
| Thursday 23 November 2021 up to and including Thursday 9 December 2021 | Assessment of Tenders.                                                                                                                                                                                                                                                                    |
| Friday 10 December 2021                                                | Announcement of the award of the Contract.                                                                                                                                                                                                                                                |
| Friday 31 December 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.                                                                                                                                     |
| Friday 17 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**

RVO wants to enter into an agreement for the acquisition of specific information that is available in a database. The existing agreement with database supplier will expire at the end of 2021.

RVO wishes to conclude an agreement with a tenderer who has made the most economically advantageous tender. The future contractor, as well as the services / products to be delivered by this contractor, must comply with the conditions set by the client, as specified in this tendering document.

By entering into the agreement, RVO intends to have access to high-quality analyses of foreign markets and sectors for the benefit of its customers: the internationally oriented business community and other organisations with international ambitions.

### **2.2 Lots**

The invitation to tender has not been divided into lots, because it's necessary for the execution of this assignment to obtain consistent and complete reports as described that it is performed by a contractor.

After market exploration, it has become apparent that there are sufficient market parties that are able to fully execute this Assignment. By extension, this tender is not divided into lots.

### **2.3 Contract Period**

RVO intends to conclude a contract for a period of one year from 3 January 2022 until 31 December 2022, including an unilateral option for Client to extend the contract three times by 1 year. The maximum contract period, including the options is until 31 December 2025.

### **2.4 Scope of the assignment**

The Tendering Authority has estimated a total contract value (including optional extension years) of EUR 320.000,- (exclusive of VAT). This amount is for the full term of four years.

The estimated value is an indication from which no rights can be derived. This Tendering 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 Client's expansion or contraction stemming from this, or changes to the Client's position within the government or to the targets that must be met. In the event such circumstances occur, then the Client will consult with the Contractor.

### 3. Requirements to this assignment

This section includes the requirements set by the Contracting Authority concerning the requested services and the prices and rates.

By submitting a Tender, the Tenderer explicitly consents to all requirements and conditions specified in this Tendering Document and declares that they 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. Failing 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.

#### **IMPORTANT : Requirement test period**

In order to test the databases, RVO will receive the URLs and log-in details for approximately 15 people within the Netherlands and the foreign network, for a period of 3 weeks until 10 December 2021 (during the assessment of tenders. See time frame). Use annex 10.

#### **3.1 Requirements for the database**

- 3.1.1 The database contains market reports with product-specific written analyses which contain at least the following:
  - analyses of current trends
  - analyses of future developments
  - Information on consumer behaviour and spending.
  - Information on distribution channels
  - Information on competitors in the sector
  - Up-to-date statistics that support and supplement the written analyses, and that include past, current and (projected) future sales figures. Past figures should go back at least three years, and the projected sales figures should go at least three years into the future.
- 3.1.2. The market reports must be on national/country level. And must be available for each (priority) country (see Annex 8: List of mandatory countries).
- 3.1.3. Products of the following markets/ the following markets / the following products should be covered by the database:
  - \*E-commerce (m-commerce, e-retail, e-business)
  - \*food and beverages
  - \*clothing and footwear
  - \*consumer electronics
  - \*personal care products, cosmetics
  - \*domestic products and appliances
  - \*DIY and garden centres
  - \*toys and games
- 3.1.4. The database is available to all license-holders/users (maximum 200 users) within RVO and the foreign network consisting of embassies, consulates general, NBSOs and Netherlands trade offices.
- 3.1.5. Contractor acquires the right to use all information from the database even after the contract period, to create its own texts for use on all websites related to RVO and the foreign network and to create its own market reports.

- 3.1.6. Contractor acquires the right to send information from the database to customers ( for example the Dutch business community, SMEs ). Further arrangements about this will be made after award of contract.
- 3.1.7. Contracting Authority contact with the Contractor and third parties contracted by the Contracting Authority. They will have to have access temporarily or for the duration of the contract. Further agreements about this will be made after award of contract
- 3.1.8 The Contractor is to provide a (personal) training to all 200 users within RVO.nl and the foreign network at least once a year. This training can be held online and offline.
- 3.1.9. The Contractor is to provide an e-learning which is available all year and for all licence-holders /users within RVO and the foreign network.
- 3.1.10. The Contractor to have a contact person to whom questions can be addressed and a helpdesk (Account Manager).
- 3.1.11 The is to provide an up-to-date summary of user statistics on request.
- 3.1.12 It must be possible to download data in PDF file format.
- 3.1.13 The database is to be provided in at least the English language.
- 3.1.14 The Contractor must demonstrate that the database complies with the applicable General Data Protection Regulations.
- 3.1.15 The database is obliged to cover the mandatory countries listed in Annex 8; and preferably as many more as possible from the list of additional countries in Annex 9.

### **3.2 Requirements relating to the prices/rates**

- 3.2.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.
- 3.2.2 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.
- 3.4.3 Indexing of the rates for any already issued further assignments specified within the Contract is not permitted.
- 3.2.4 The Tenderer will not submit any zero or negative prices/rates.
- 3.4.5 The Tenderer gives a fixed total price in your offer using annex 2, The total amount of your quotation is final.
- 3.4.6 All yearly licenses of 200 users including VAT will be assessed. (see appendix 2)
- 3.4.7 Your one-year price offer should not exceed € 80.000 excl. VAT. Tenderers with prices higher than € 80.000,- excl. VAT will not be assessed and will be rejected. Your complete registration will then be discarded. Prices excluding VAT will be assessed. See price sheet appendix 2.

### **3.3 Tax-related requirements**

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

### **3.4 Invoicing requirements**

- 3.4.1 The following payment schedule applies: One invoice per year. The first invoice will cover the period between 3 January 2022 (the starting date) and 31 December 2022. The following invoices will each cover a full year, starting 1 January and ending 31 December next year. This will continue until the end of the contract.

#### **3.4.2 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.

See : <https://regelhulpenvoorbedrijven.nl/e-invoiceguide/>

##### **For companies not established in the Netherlands**

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

### **3.5 Environmental requirements**

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

## 4. Requirements concerning the Tenderer

### 4.1 Introduction

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

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

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

### 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.

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 competence, which demonstrate experience with essential aspects of the assignment:

- Providing economic information about foreign markets through databases.

By signing the 'European Single Procurement Document', the Tenderer confirms that for the official contract it has carried out at least one reference for the relevant core competence 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 (3) 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 must be at least Euro **190.000,-**. 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** (Artikel 2.85 lid 3):

**See Annex 11**

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

The reference(s) must be signed by the referee (the client in question).

The references must also demonstrate that they have a value of at least Euro 190.000,-.

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. 6000 words) 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.

#### **4.4 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 establishes the preferences. Preferences constitute award criteria based on which the Tender is assessed. Your response to the preferences must be included in the Tender in TenderNed. In this response, you must take into account the requirements established in Section 3.

A maximum of 100 points can be obtained for your response to the preferences.

### 5.2 Quality criteria

#### 5.2.1 Award criteria relating to the Content

| Max. no. of points available | Assessment aspects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 40                           | <p>The content is assessed based on the following aspects:</p> <p><b>Comprehensiveness:</b></p> <p>Explanation:</p> <p>The requested information (see requirements) can be found in each market report. Report has a summary. We also prefer to see statistics like:</p> <ul style="list-style-type: none"><li>- sales figures of recent years</li><li>- percentage growth of sales figures in recent years</li><li>- sales forecasts</li></ul> <p>A further specification of the product group in the statistics is preferred. For example: In the cheese report, a distinction is made between, among other things, hard and soft cheeses.</p> <p>If brands are mentioned we would like to see them back in the reports. (in the requirements we only ask for the other market players).</p> <p>The same counts for distribution channels (online, retail, etc).</p> <p><b>- Quality of the written analyses:</b></p> <p>Explanation:</p> <p>The given information is readable and understandable for everyone. It goes in depth. In the Requirements we ask for an analysis of current trends and future developments. These should be clearly stated in the reports. Not for just 1 line, but at least a whole paragraph. Market reports are preferably not older than 3 years.</p> <p><b>- Clear structure and cohesiveness of the reports:</b></p> <p>Explanation:</p> <p>A good insightful coherence and clearly divided into chapters. This clear presentation of chapters is uniform in each report. The graphics and tables have been incorporated in the right place in the report so that the analysis is easy to read.</p> |

|  |                                                                                                                                                                                                                                                                                                                                  |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>- Overall presentation of the reports:</b></p> <p>Explanation:</p> <p>Attractive layout of the reports.</p> <p>We will test the above competencies on your database of which we have received a link. (In order to test the databases, RVO will receive the URLs and log-in - See Requirements, pages 7 and annex 10).</p> |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 5.2.2 Award criteria relating to Database quality

| Max. no. of points available | Assessment aspects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>30</b>                    | <p>The quality of the website will be assessed on the following aspects:</p> <p><b>- Search function:</b></p> <p>Explanation:</p> <p>Clear categories and sub-categories, a visible search box, by entering a search term and selecting a category, a user can then narrow down their selection using filters.</p> <p><b>- Ease-of-use/user-friendliness:</b></p> <p>Explanation:</p> <p>Well-formatted content that is easy to scan, Fast load times, Effective, intuitive navigation, concise content.</p> <p><b>- The availability of an overview</b></p> <p>Explanation:</p> <p>The contents of individual reports (e.g. list of contents, summary, introduction).</p> <p>We will test the above competencies on your database of which we have received a link. (In order to test the databases, RVO will receive the URLs and log-in - See Requirements, pages 7 and annex 10).</p> |

### 5.2.3 Award criteria relating to Country coverage

| Max. no. of points available | Assessment aspects                                                                                                                                                                                                                                                                                                               |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>15</b>                    | <p>The database must contain information on the countries listed in Annex 8 'List of mandatory countries'.</p> <p>Apart from the mandatory countries listed in Annex 8, there is a list of preferred countries (see Annex 9). For every country available from this list of preferred countries, you get half a point (0,5).</p> |

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

| Max. no. of points available | Assessment aspects                                                                                                                                                                                                                                                                                                                      |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>15</b>                    | <p>(Use: Annex 2).</p> <p>The tenderers with the lowest price per year will be awarded the maximum number of points. The other tendering parties will be awarded points based on the following formula:<br/> <math display="block">(\text{lowest price per year} / \text{tendering party price}) * \text{the maximum number}</math></p> |

|  |                                                                                                                                                                                                                                                                                                                                                                                    |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>of points.</p> <p>Your one-year price offer <u>should not exceed € 80.000 excl. VAT</u>. Tenderers with prices higher than € 80.000,- excl. VAT will not be assessed and will be rejected. Your complete tender will then be discarded. Prices excluding VAT will be assessed. See price sheet appendix 2.</p> <p>See § 5.4.2. for an example worked out using this method.</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### 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.

##### Examples:

| Quality of the response                                                                                                      | Weighting percentage of the maximum points available per preference |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Excellent:</b> The response significantly exceeded expectations and offers a great deal of added value.                   | 5                                                                   |
| <b>Very Good:</b> The response exceeded expectations and offered some added value in places.                                 | 4                                                                   |
| <b>Good:</b> The response sufficiently met our expectations.                                                                 | 3                                                                   |
| <b>Fair:</b> The response did not completely meet our expectations and displays shortcomings with regard to certain aspects. | 2                                                                   |
| <b>Poor:</b> The response does not meet expectations and clearly displays many shortcomings.                                 | 1                                                                   |
| <b>No</b> response was provided to the question.                                                                             | 0                                                                   |

#### 5.5 Assessment of preferences in relation to prices/rates

Assessment for preferences 5.2.1. and 5.2.2:

##### Example :

Quality of the contents

With a total score of 4

Calculation  $(40 \text{ (points)} * 4 / 5) = 32 \text{ points}$

Assessment for preferences:

5.2.3. see annex 9

##### Example:

Each country will earn you 0,5 points. If you can cover all countries, you will earn the full amount of 15 percentage points.

If you can cover 20 out of 30 countries, you will earn 10 points.

In annex 9, you need to indicate how many countries you can cover. You can do so by marking the countries in question with a cross.

Assessment for preferences prices 5.3.:

Assessment:

The lowest (year)prices will be qualified as 'high' and gets the maximum number of points (15 points)  
other bidders will score proportionally, according to the formula =  $15 * (\text{lowest price} / \text{offered price per bidder})$ .

Example:

The highest offered total year price is € 80.000,- . The lowest offered total price is € 50.000,-  
The supplier with the highest offered price will be scored as follow:  
Calculation:  $50.000 / 80.000,- * 15 = 9,375$  points.

Bandwidth\*

Your one-year price offer should not exceed € 80.000 excl. VAT. Tenders with prices higher than € 80.000,- excl. VAT will not be assessed and will be rejected. Your complete tender will then be discarded. Prices excluding VAT will be assessed. See price sheet annex 2.

## **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 Contracting Authority having to award the Contract to more parties than is desired, then the Contracting Authority will award the Contract to the Tenderer with the highest final score for the subcriterion Country coverage. 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](http://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](http://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):

Marcel van der Beek, [marcel.vanderbeek@rvo.nl](mailto:marcel.vanderbeek@rvo.nl) or Leo Stoelinga, [Leo.stoelinga@rvo.nl](mailto:Leo.stoelinga@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](mailto: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/tenderned-foreign-businesses>

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](http://www.belastingdienst.nl)).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).

### **7.3.10 Guide Information security and Privacy for suppliers**

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

### **7.3.11 Inconsistencies and objections**

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

### **7.3.12 Complaints procedure**

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

### **7.3.13 Dispute resolution**

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee ([www.commissievanaanbestedingsexperts.nl](http://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/tenderned-foreign-businesses>
- 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](mailto:servicedesk@tenderned.nl) or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer

your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

### **7.3.15 Structure and content of the Tender**

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

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

| Subject  | Description                           | Action required from tenderer              |
|----------|---------------------------------------|--------------------------------------------|
| Annex 1  | European Single Procurement Document* | Fill in, legally sign and add to TenderNed |
| Annex 2  | Price included in the quotation       | Fill in, legally sign and add to TenderNed |
| Annex 9  | List of Countries preferences         | Fill in, legally sign and add to TenderNed |
| Annex 10 | Preferences URLs and log-in details   | Fill in, legally sign and add to TenderNed |
| Annex 11 | References                            | Fill in, legally sign and 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.

### **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 Communication and language**

During the tendering process, communication with the Contracting Authority must be conducted in Dutch or 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.

### **7.3.21 General terms and conditions**

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

### **7.3.22 Contract conditions**

The draft Contract, 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.

### **7.3.23 Explanation and verification of the Tender**

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

### **7.3.24 Request for supplementary information concerning the Tender**

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

### **7.3.25 Announcement of the award of the Contract**

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

#### ***Standstill period***

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. 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: Uniform European Tendering Document
- Annex 2: Prices/Rates
- Annex 3: Draft Contract
- Annex 4: ARVODI-2018 ENG
- Annex 5: Expired
- Annex 6: Complaints Procedure
- Annex 7: Questions and Comments Form
- Annex 8: List of Countries requirements
- Annex 9: List of Countries preferences
- Annex 10: Preference URLs and log-in details
- Annex 11: References