

Descriptive document; ENGLISH
European tender according to the open procedure
for the delivery of dry groceries
for the purpose of
Voedselvangnet (Food Safety Net) Foundation
Identification number P221001

Status	:	Version 1.0
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Commissioned by	:	Stichting Voedselvangnet
Date	:	16 May 2022

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1. INTRODUCTION

1.1 General

This descriptive document concerns the public procedure for the supply of various dry groceries for the Voedselvangnet (Food Safety Net) Foundation, hereinafter also referred to as 'the contracting authority, with tender reference P221001. The Dutch version of the descriptive document is leading.

This document contains in part A a description of the contracting authority and of the tender (chapter 1), all the information you need to submit a tender, such as the tender procedure (chapter 2), the requirements for the company (chapter 3), the set of requirements and wishes (chapter 4) and the assessment of the tenders (chapter 5). In part B you will find Het NIC Tender Conditions that apply to this tender.

The Procurement Act 2012 applies to this tender.

Part B 'Procurement conditions for Het NIC' is an appendix to this descriptive document and can be found separately on the TenderNed tender platform.

The tender is carried out electronically via TenderNed (zie www.tenderned.nl). For more information, see <https://www.tenderned.nl/cms/voor-ondernemingen-aanmelden-en-inschrijven/inschrijven-op-een-openbare-aanbesteding>.

1.2 Description of the contracting authority

More than a million people in the Netherlands live below the poverty line. Among them 250,000 children. The 171 food banks in the Netherlands help the poorest by temporarily providing them with food. For this they work together with companies, institutions, governments and private individuals. On this wise they work together to combat poverty, eliminate food surpluses and reduce the burden on the environment. All the food received and distributed is donated.

Due to the corona crisis, the number of customers of De Voedselbank (the food bank)s is increasing and they are afraid that not enough food is coming in to be able to help them adequately. At the same time, the efficiency in the food chain increases, so that less is donated to De Voedselbank (the food bank)s. Buying extra food is therefore unavoidable.

Het ministerie van SZW heeft met een subsidie financieel bijgedragen aan het dreigende voedseltekort. Omdat Voedselbanken Nederland uit principe nooit hebben betaald voor voedsel, en dat ook niet zullen gaan doen, wordt van het subsidiegeld door de onafhankelijke stichting Voedselvangnet voedsel ingekocht.

The Ministry of Social Affairs and Employment has contributed financially to the impending food shortage with a subsidy. Because food banks in the Netherlands have never paid for food, and will not do so, the independent foundation Voedselvangnet(Food Safety Net) buys food from the subsidy money.

The Voedselvangnet Foundation has been a General Benefit Institution (ANBI) since its inception and aims to (European) tender, purchase, temporarily stock and supply food and related items such as personal care and hygiene products and toiletries for the benefit of customers of institutional legal entities, such as customers of food banks that are members of Food Banks Netherlands.

Further information about Foundation Voedselvangnet www.voedselvangnet.nl.

1.3 Description and purpose of the tendering process

By means of this tender, the contracting authority wishes to enter into one or four Framework Agreement(s) with one or more Contractors for the supply of dry groceries so that the contracting authority can lawfully and efficiently acquire dry groceries from 1 August 2022. The tender is divided into five parcels. Contracts are awarded on the basis of the lowest price.

1.3.1. *Desired situation, subject and description of the Framework Agreement*

The contracting authority considers it of great importance that the dry groceries here below can be acquired.

The Framework Agreement is divided into five (5) parcels. The reasons for this are threefold:

- To offer as many parties as possible a chance to be awarded;
- To offer both manufacturers and wholesalers/intermediaries a chance to be awarded;
- To be able to contract the party(ies) who can deliver at the best price.

The contractor(s) may/can use the agreement for promotional purposes.

Tenderers can tender for all individual parcels and can be contracted for more than one Contract. The General Government Purchasing Conditions 2018 (ARIV 2018) apply to all Contracts, as included in Appendix 5.B.

Parcel 1 – Sunflower or Soybean oil

Parcel 1 regards the delivery of sunflower or soybean oil or mixed bottles of sunflower and soybean oil in accordance with the requirements as set out in appendix 4.A. The aim is to conclude a Framework Agreement with one (1) Contractor of which orders can be placed for the supply of sunflower and/or soybean oil for one (1) year. The agreement will enter into force on August 1, 2022 and will end by operation of law a maximum of one (1) year after the effective date, i.e. on August 1, 2023.

The tenderer is free to offer sunflower oil, soybean oil or mixed bottles of sunflower and soybean oil. There is no preference for any of the products. The Tenderer must make a choice from the three variants in order to offer the full quantity of this product. A combination of the three variants is not possible.

The estimated quantity of the Framework Agreement concerns 112,500 consumer units. The stated quantity is indicative, no rights can be derived from this. For that reason, the Framework Agreement will be concluded for a maximum purchase of 150% of the aforementioned quantity, in order to avoid exceeding the estimated quantity before the term of the Framework Agreement has expired. The Contracting Authority is entitled to terminate the Framework Agreement if it has purchased the stated maximum quantity (150%) of consumer units within the framework of this Framework Agreement before the end of the agreed Framework Agreement term. If the Contracting Authority makes use of this option, the Contracting Authority will not owe the contractor any costs or compensation. The Contracting Authority is entitled to extend the Framework Agreement once for six (6) months if it has not yet purchased the maximum purchase of 150% of the estimated quantity within the initial contract period. If the Contracting Authority wishes to exercise this right, it will notify the Contractor at least one (1) month before the end of the Framework Agreement term. If the Client does not extend the Framework Agreement it ends by operation of law.

Parcel 2 – Tuna

Parcel 2 concerns the delivery of tuna in water in accordance with the requirements as set out in Annex 4.B. To this end, it is intended to conclude a Framework Agreement with one (1) Contractor, within the framework of which Framework Agreements for the supply of tuna in water can be placed during one (1) year. The agreement enters into force on 1 August 2022 and ends by operation of law a maximum of one (1) year after the effective date, i.e. on 1 August 2023.

The estimated quantity of the Framework Agreement concerns 1,800,000 consumer units. The stated quantity is indicative, no rights can be derived from this. For that reason, the Framework Agreement will be concluded for a maximum purchase of 150% of the aforementioned quantity, in order to avoid exceeding the estimated quantity before the term of the Framework Agreement has expired.

The Contracting Authority is entitled to terminate the Framework Agreement if it has purchased the stated quantity of consumer units within the framework of this Framework Agreement before the end of the agreed Framework Agreement period. If the Contracting Authority makes use of this option, the Contracting Authority will not owe the Contractor any costs or compensation. The Contracting Authority is entitled to extend the Framework Agreement once for six (6) months if it has not yet purchased the maximum purchase of 150% of the estimated quantity within the initial contract period. If the Contracting Authority wishes to exercise this right, it will notify the Contractor at least one (1) month before the end of the Framework Agreement term. If the Client does not extend the Framework Agreement it ends by operation of law.

Parcel 3 – Tomato sauce

Parcel 3 concerns the delivery of tomato sauce in accordance with the requirements as stated in Annex 4.C. To this end, the aim is to conclude a Framework Agreement with one (1) Contractor, within the framework of which orders can be placed for the supply of tomato sauce for one (1) year. The agreement enters into force on 1 August 2022 and ends by operation of law a maximum of one (1) year after the effective date, i.e. on 1 August 2023.

The estimated quantity of the Framework Agreement concerns 450,000 consumer units. The stated quantity is indicative, no rights can be derived from this. For that reason, the Framework Agreement will be concluded for a maximum purchase of 150% of the aforementioned quantity, in order to avoid exceeding the estimated quantity before the term of the Framework Agreement has expired. The Contracting Authority is entitled to terminate the Framework Agreement if it has purchased the stated quantity of consumer units within the framework of this Framework Agreement before the end of the agreed Framework Agreement period. If the Contracting Authority makes use of this option, the Contracting Authority will not owe the Contractor any costs or compensation. The Contracting Authority is entitled to extend the Framework Agreement once for six (6) months if it has not yet purchased the maximum purchase of 150% of the estimated quantity within the initial contract period. If the Contracting Authority wishes to exercise this right, it will notify the Contractor at least one (1) month before the end of the Framework Agreement term. If the Client does not extend the Framework Agreement it ends by operation of law.

Parcel 4 – Vegetables

Parcel 4 concerns the delivery of brown beans and the delivery of peas in accordance with the requirements as set out in Annex 4.D. The aim is to conclude a Framework Agreement with one (1) Contractor, within the framework of which orders can be placed for the supply of brown beans and the supply of peas for one (1) year. The agreement enters into force on 1 August 2022 and ends by operation of law a maximum of one (1) year after the effective date, i.e. on 1 August 2023.

The tenderer must offer both brown beans and peas.

The estimated quantity of the Framework Agreement concerns 450,000 consumer units of brown beans and 450,000 consumer units of peas. The stated quantities are indicative, no rights can be derived from them. For that reason, the Framework Agreement will be concluded for a maximum purchase of 150% of the aforementioned quantities, in order to avoid exceeding the estimated quantities before the expiry of the Framework Agreement. The Contracting Authority is entitled to terminate the Framework Agreement if it has purchased the stated quantities of consumer units within the framework of this Framework Agreement before the end of the agreed Framework Agreement period. If the Contracting Authority makes use of this option, the Contracting Authority will not owe the Contractor any costs or compensation. The Contracting Authority is entitled to extend the Framework Agreement once for six (6) months if it has not yet purchased the maximum purchase of 150% of the estimated quantity within the initial contract period. If the Contracting Authority wishes to exercise this right, it will notify the Contractor at least one (1) month before the end of the Framework Agreement term. If the Client does not extend the Framework Agreement it ends by operation of law.

Parcel 5 – Oil, tuna, tomato sauce and vegetables (total parcel 1 to 4)

Parcel 5 concerns the delivery of sunflower or soybean oil, tuna in water, tomato sauce, brown beans and peas in accordance with the requirements as stated in Annex 4.E. To this end, the aim is to conclude a Framework Agreement with one (1) Contractor, within the framework of which orders can be placed for the delivery of the aforementioned during one (1) year. The agreement enters into force on 1 August 2022 and ends by operation of law a maximum of one (1) year after the effective date, i.e. on 1 August 2023.

The tenderer is free to offer sunflower oil or soybean oil or mixed bottles of sunflower and soybean oil. There is no preference for sunflower oil or soybean oil or mixed bottles. The Tenderer must make a choice from the three variants in order to offer the full quantity of this product. A combination of the three variants is not possible.

The estimated quantity of the Framework Agreement concerns 112,500 consumer units of sunflower or soybean oil, 1,800,000 consumer units of tuna in water, 450,000 consumer units of tomato sauce, 450,000 consumer units of brown beans and 450,000 consumer units of peas. The stated quantities are indicative, no rights can be derived from them. For that reason, the Framework Agreement will be concluded for a maximum purchase of 150% of the aforementioned quantities per product, in order to avoid exceeding the estimated quantities before the expiry of the Framework Agreement. The Contracting Authority is entitled to terminate the Framework Agreement if it has purchased the stated quantities of consumer units within the framework of this Framework Agreement before the end of the agreed contract period. If the Contracting Authority makes use of this option, the Contracting Authority will not owe the Contractor any costs or compensation. The Contracting Authority is entitled to extend the Framework Agreement once for six (6) months if it has not yet purchased the maximum purchase of 150% of the estimated quantity within the initial contract period. If the Contracting Authority wishes to exercise this right, it will notify the Contractor at least one (1) month before the end of the Framework Agreement term. If the Client does not extend the Framework Agreement it ends by operation of law.

1.3.2. Logistics/ Delivery

The stated quantities of consumer units of each parcel are delivered in partial deliveries. Contractors are free, within the term of the contract, to determine suitable delivery times so that the products can be offered at the lowest possible price. The Contractor must indicate these delivery times in Appendix 3 Price Sheet. In doing so, the Contractor indicates what the correct ordering times are for De Voedselbank (the food bank) in relation to the specified delivery times. The following conditions apply to deliveries:

- De Voedselbank (the food bank) places the orders and will place all orders for the total quantities of consumer units of each parcel before the end of the contract;
- De Voedselbank (the food bank) does not have the capacity to receive the entire order at once. The entire order will therefore consist of partial deliveries.
- De Voedselbank (the food bank) orders at least one half-full truck per order. The Contractor communicates and coordinates the exact delivery time with De Voedselbank (the food bank);
- Partial deliveries will be made no later than six (6) weeks after the order.

1.3.3. Award criterion

The contract will be awarded to tenderers for parcels 1 to 4 or to a tenderer for parcel 5. The total prices of the tenderers with the lowest litre and kilo prices on parcels 1 to 4 are added together. This forms the total price for parcel 1 to 4. This total price is compared with the total price of the tenderer with the lowest total litre price and kilo price for parcel 5. If the total price of parcel 1 to 4 is higher than the total price for parcel 5, the contract will be awarded to the tenderer for parcel 5. If the total price for parcel 5 is higher than the total price for parcels 1 to 4, the contract will be awarded to the tenderers for parcels 1 to 4 separately.

The contracting authority therefore either concludes four (4) contracts with one or more contractors for the supply of sunflower and/or soybean oil, tuna in water, tomato sauce, kidney beans and peas separately, or the contracting

authority concludes one (1) contract with one contractor for the joint supply of sunflower and/or soybean oil, tuna in water, tomato sauce, brown beans and peas.

Before the tender list prices of parcels 1 to 4 and parcel 5 can be compared, the tender list prices per parcel based on litre price or kilo price are compared. The tenderer with the lowest price per litre or kilo price on the relevant parcel is a potential winner of the tender. For parcel 5, the tenderer with the lowest total price per kilo and litre is the potential winner of the tender.

Example:

Tenderer A offers 117,500 0.8 litre bottles of sunflower oil at a price of €0.60 per consumer unit. The litre price of tenderer A is €0.75 and the total price of tenderer A is €70.500. Tenderer B offers 117,500 bottles of 1.20 litres of sunflower oil at a price of €0.80 per consumer unit. The litre price of tenderer B is €0.67 and the total price of tenderer B is €94.000. The price per litre of tenderer B is lower than the price per litre of tenderer A. As a result, tenderer B has potentially submitted the economic most beneficial registration based on lowest price and potentially qualifies for awarding. Tenderer B's total price is included in the comparison of the total prices of parcel 1 to 4 and parcel 5.

The contracting authority deliberately chooses to compare on the basis of litre and kilo prices (and in the case of parcel 5 the total price of litre and kilo prices) to create a level playing field where offers can be compared in a fair manner whilst providing tenderers the opportunity to offer different sizes of consumer units within a certain bandwidth.

1.3.4. Tender procedure and selection procedure

A public procedure has been chosen for the following reasons:

- The estimated value of the contract in one (1) year is higher than the threshold amount for European tendering;
- Given the value and scope of the contract, the contracting authority wants to motivate as many parties as possible to submit a tender.

The 'lowest price' award criteria has been chosen for the following reasons:

- It concerns a predetermined level of quality;
- It is in line with the objective of foundation Voedselvangnet: 'helping as many people in poverty as possible with food support'.

1.4 Contracting party, advisor, contacts and complaint procedure

1.4.1. Contracting party

The contracting authority is the Contracting Authority and is responsible for the substantive aspects of this European tendering procedure. A project team has been formed for this European tender, consisting of representatives of the contracting authority.

The contractor(s) may choose to work as a main or subcontractor. However, the contractor is and remains the sole point of contact for the contracting authority. Active contract management will be performed by the Contracting Authority or a third party during the term of the contract.

1.4.2. Role of Het NIC

Het NIC acts as an advisor to and process supervisor for the contracting authority. This implies that:

- The coordination and implementation of the tender is carried out by Het NIC;
- The assessment is facilitated by the NIC.

<i>Process facilitator</i>	Fedor Moltmaker Bos	<i>Position</i>	Consultant
<i>Telephone number</i>	06 21 17 40 52	<i>E-mailadress</i>	Via the message module on TenderNed
<i>Substitute</i>	Tes Postma	<i>Position</i>	Consultant
<i>Telephone number</i>	06 28 41 03 25	<i>E-mailadress</i>	Via the message module on TenderNed

TenderNed	For technical questions about the tenderplatform*		
<i>Contact person</i>	Servicedesk van TenderNed		
<i>Telephone number</i>	0800 8363 376	<i>E-mailadress</i>	Servicedesk@TenderNed.nl

* For example, if you are unable to log in or submit documents.

1.4.3. Complaints procedure

The contracting authority has chosen to set up a complaints desk for any complaints related to this tender. The procedure will be followed as indicated in the final version “Complaints handling during tendering”. For more information of this regulation see:

<http://www.rijksoverheid.nl/bestanden/documenten-en-publicaties/regelingen/2013/03/07/klachtafhandeling-bij-aanbesteden/klachtenafhandeling-definitief.pdf>

You can submit any complaints in accordance with the provisions of part 1 of the above-mentioned “Complaints procedure during tendering”, only via e-mail, to the following e-mail address: info@voedingsvangnet.nl.

Your complaint will be handled in accordance with the provisions of III.4 as included in part 1 of the above-mentioned “Complaints handling with tendering”.

This complaints procedure is not intended to obtain any necessary clarifications with regard to the provisions of these tender documents. For this you can use the option to ask questions as described in chapter 2 paragraph 1 of this descriptive document.

1.5 Planning

The tender schedule can be found here below. The data shown in italics are final and fatal data, unless otherwise stated in writing by the contracting authority. The other dates are indicative and not binding.

Monday, 16 may 2022	Tender announcement of publication Descriptive document incl. appendices will be made available on the tender platform
<i>3 june 2022 14:00 p.m.</i>	<i>Deadline for submitting questions regarding this descriptive document 1st round</i>
7 june 2022	Target date for the availability of the Information Memorandum 1st round
<i>14 june 2022 14:00 p.m.</i>	<i>Deadline for submitting questions regarding this descriptive document 2nd round</i>
20 june 2022	Target date for the availability of the Information Memorandum 2 nd round
<i>Monday, 4 july 14:00 p.m.</i>	<i>Deadline submitting tender</i>
Week 27	Evaluation of tenders
Friday 8 july 2022	Expected date/week of announcing and notifying the award decision
Standstill period and objections	The opportunity to ask questions and submit any objections can to be done after the announcement of the award decision, but no later than 20 calendar days after the date of the announcement of the award decision.
Monday, 1 august 2022	Intended effective date of the Agreement

2. REGISTRATION PROCEDURE

In this chapter the registration procedure is described. Registrations must be made in accordance with the instructions in this chapter.

2.1 Information

Substantive questions regarding the tender can only be submitted via a message on TenderNed. When asking questions, the TenderNed's question and answer module should be used.

2.2 Method of tendering

Tenders must be drawn up and submitted in full compliance with the following regulations. If a tender has not been drawn up and/or submitted in full compliance with the regulations below, the contracting authority can decide to exclude this Tender from further participation in this procedure. The relevant Tender will then no longer be eligible for an award.

The registration period closes on the date and time as stated in the paragraph Planning under “*Deadline registration period*”. Applications submitted after the registration period will not be considered.

You will find the formats that must be completed for your tender separately on the tender platform. **Only digital tenders via the procurement platform will be processed by the contracting authority. Documents that must be legally signed must have a 'wet signature' and be scanned or provided with an advanced electronic signature.**

If requested, the tenderer must provide the original document with a 'wet' signature within 7 working days, after a request to that effect, and submit this to the contracting authority. Failure to include the aforementioned annexes may result in your tender not being eligible for award. If you wish to tender for more parcels, a separate tender must be submitted for each parcel and all requested documents must therefore be submitted for each parcel.

The following documents must be part of your registration:

Appendix 1	Appendix 1 European Single Procurement Document (legally signed) <i>Suggested File Name: “Name of Tenderer- ESPD”</i>
Appendix 2	Appendix 2 Declaration of registration (legally signed) <i>Suggested file name: “Name of Tenderer- Declaration of registration”</i>
Appendix 3	Appendix 3 Cost estimate registration in accordance with Appendix 3 Price sheet <i>Suggested file name: “Name of Tenderer – Price sheet”</i>

2.3 Requirements

This tender is subject to Het NIC Tender Conditions, which are included in part B. By submitting a tender, you agree to these tender conditions.

3. REQUIREMENTS FOR THE COMPANY

This chapter describes which information that must be provided with the tender and which criteria your company must meet, whether or not in collaboration with others, in order to be eligible for award.

3.1 Exclusion and Eligibility

The tenderer is deemed suitable if none of the exclusion grounds mentioned in the European Single Procurement Document (ESPD) apply and the tenderer meets all eligibility requirements.

The Tenderer must firmly, unreservedly and unconditionally, complete and legally sign the European Single Procurement Document (see Appendix 1). Filing the European Single Procurement Document not (legally) signed or making changes to the European Single Procurement Document may lead to exclusion.

If the tender relates to several parcels, the tenderer must complete and legally sign the correct European Single Procurement Document (applicable to that parcel) for each parcel.

When supporting documents are requested with regard to the European Single Procurement Document as referred to in the Procurement Act 2012, articles 2.86, 2.89 and 2.91 to 2.98, these documents must be submitted within seven days after dispatch, unless otherwise specified in the tender documents of the request to be submitted. If necessary, the contracting authority may request further explanation and supplementation of the statements and documents submitted. The request for the submission of evidence is sent together with the notification about the award decision or earlier if the progress of the procedure makes this necessary.

You must have a Certificate of Conduct for Procurement of not older than two years at the time of submitting the tender. The winning tenderer may also be asked to submit a statement from the tax authorities. Make sure that you request these supporting documents on time. It can take approximately 6 weeks to obtain.

Pursuant to Article 2.89(4) of the Procurement Act 2012, a contracting authority may request other relevant means of evidence from foreign tenderers, as this article reads as follows:

A contracting authority to which a candidate or tenderer submits information to prove that the grounds for exclusion referred to in Article 2.86 or Article 2.87 do not apply to it, also accepts information and documents from another Member State that serve an equivalent purpose or from which it appears that the exclusion ground does not apply to him."

If documents equivalent to the Dutch GVA are missing, Article 60, paragraph 2, second subparagraph of Directive 2014/24 offers a solution. It follows that a statement under oath or a solemn statement can be made to show that the grounds for exclusion do not apply. This statement can then be submitted to the contracting authority:

"Where such documents or certificates are not issued by the Member State or country concerned, or where such documents do not cover all the cases referred to in Article 57(1), (2) and (4)(b), they may be replaced by a sworn statement or, in Member States or countries where no provision is made for sworn statements, by a solemn statement made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional body of the Member State or country of origin or the Member State or country where the entrepreneur is established."

3.2 Eligibility requirements

3.2.1. Financial and economic standing

- The Tenderer has sufficient financial and economic capacity to guarantee the continuity of its business operations during the contract period, including any extensions;

- No claims are known to the tenderer and, as far as it is aware, no investments are necessary during the period of execution of the contract that could endanger the financial and economic capacity of its company or the continuity of its business operations;
- The auditor's report last issued to the tenderer with regard to the annual accounts (or, where appropriate, an assessment or compilation report) does not contain a so-called continuity paragraph;
- Tenderer is appropriately insured against professional risks;
- If the tenderer invokes the financial and economic capacity of other natural or legal persons, both the tenderer and those other natural or legal persons are jointly and severally liable for the execution of the assignment concerned.

3.2.2. Professional qualifications

The tenderer is registered in the professional or trade register in the Member State where he is established. The Tenderer states the registration number in the relevant register in the European Single Procurement Document (ESPD).

If the tenderer wishes to subcontract part of the contract, the tenderer must describe this in its ESPD and also enclose with its tender an ESPD of the relevant subcontractor, stating that none of the grounds for exclusion from the European Single Procurement Document mentioned in the European Single Procurement Document applies to the relevant subcontractor. This European Single Procurement Document must be legally signed by the relevant subcontractor.

3.2.3. Evidence

Tenderer(s) and any partners or subcontractors who are called upon for financial and economic standing and/or technical and professional ability to whom the contracting authority intends to award the contract must submit the following means of evidence within 7 calendar days after the request has been sent. to the contact person of this tender, see paragraph 1.4.2.

1. The Tenderer, and any third parties that the Tenderer involves in the execution of the contract, must be registered with the Chamber of Commerce or named in a professional register. The Tenderer is able to provide, and should do so within 7 days of the first request, an extract from the professional register or Chamber of Commerce register, plus any third-party documents, all of which must have been issued less than 90 days before submission and drawn up in Dutch, English or German;
2. Certificate of conduct for procurement (GVA) that the tender is not older than two years at the time of submission;
3. A copy or statement of the Tenderer's insurance policy concerns business and professional insurance.

4. REQUIREMENTS AND WISHES, SPECIAL CONDITIONS AND OVERVIEW APPENDICES

4.1 Requirements and wishes

The Tenderer must unconditionally agree to all requirements set out in Appendix 4 Program of Requirements by completing, legally signing and submitting Appendix 2 Declaration of enrolment in Tender with his tender. In addition, by registering for this tender, the Tenderer automatically unconditionally agrees to all provisions as set out in this descriptive document, including annexes, including the contractual provisions. The Tenderer confirms this by completing Annex 2 Declaration of enrolment in Tender, signing it legally and submitting it with his tender. Furthermore, the tenderer must submit a quotation on the basis of the stipulated provisions and requirements. Where the tenderer has indicated in the tender how the tenderer meets a quality criterion, the costs thereof must be included in the price submitted by the tenderer on Appendix 3 Price Sheet.

For the parts of the contractual provisions that you cannot (immediately) agree to, you can submit text proposals before the date and time stated in the Planning section under “Closing period for submitting questions regarding this descriptive document”, then explain the nature of your objection. At the latest ten days before the date stated in the Planning section under “Closing the tender period”, the contracting authority will inform all tenderers by means of an information note about the points and the manner in which the agreement will be amended. This adapted version then forms a fixed starting point for your registration. In other words: registration means agreement with the draft agreement and the conditions forming part thereof, as well as with the proposals for amendment that have been honored and announced via the Memorandum of Information.

The general terms and conditions of the tenderer are expressly rejected.

4.2 Other data and attachments

The following documents and entry forms are annexes to this descriptive document and have been placed on the TenderNed tender platform.

- Part B Tender conditions Het NIC;
- Annex 1 European Single Procurement Document;
- Appendix 2 Declaration on registration;
- Appendix 3.A Price sheet parcel 1;
- Appendix 3.B Price sheet parcel 2;
- Appendix 3.C Price sheet parcel 3;
- Appendix 3.D Price sheet parcel 4;
- Appendix 3.E Price sheet parcel 5;
- Appendix 4.A Program of requirements for parcel 1;
- Appendix 4.B Program of requirements for parcel 2;
- Appendix 4.C Program of requirements for parcel 3;
- Appendix 4.D Program of requirements for parcel 4;
- Appendix 4.E Program of requirements for parcel 5;
- Appendix 5.A Concept Framework Agreement;
- Appendix 5.B General Government Purchase Conditions 2018;
- Appendix 6 Addresses distribution centers.

5. EVALUATION AND AWARD PROCEDURE

This chapter describes successively: the assessment procedure (section 5.1) and the award procedure (section 5.2). The options for asking questions or submitting an objection as a result of the award decision are included in Section 4 of Part B (Procurement Conditions).

5.1 Evaluation procedure

Registrations that are not submitted on time will not be considered. These tenders will be discarded and will not be considered for award.

After the closing of the registration period, each tenderer will be assessed on the basis of the registration documents whether one of the grounds for exclusion applies and subsequently whether the tenderer meets the eligibility requirements. If the tenderer is not found suitable for the Framework Agreement to which the tender relates, he will not be considered for award and his tender will not be further assessed.

The tenders submitted by tenderers that are found to be suitable will be assessed in terms of content. First, compliance with the requirements is checked. Registrations that do not meet the requirements will not be processed further. Thereafter, the remaining tenders that meet the requirements are evaluated on the basis of the price sub-award criterion as stated in paragraph 5.1.2.

Award will be made to the tenderer who meets the requirements set out in this descriptive document and who has submitted the most economically advantageous tender based on the lowest price. For further explanation, see section 1.3.2.

5.1.1. Meeting the requirements

It is explicitly stated that the **requirements** for deliveries set out in this descriptive document must be met in full. Failure to meet **a requirement** means that the tenderer is not eligible for award on the basis of this tender.

The Tenderer can demonstrate with certificates or other means of proof that products comply with the technical specifications or standards set for them in the tender documents and shall provide these within seven days of a request to that effect from the contracting authority.

5.1.2. Explanation of the award sub-criteria price

All stated prices and rates must be stated in euros, exclusive of VAT. The prices and rates offered by you must include other taxes and/or levies. Prices are quoted in two decimal places.

All numbers and figures included in Appendix 3A up to 3E 'Price Sheet' are indicative. You cannot derive any rights from this, deviations in the realization may occur.

The tenderer states the prices requested in Appendix 3A up to 3E 'Price Sheet', validly signs this appendix and encloses it with its tender. Tenderers upload the fully completed and legally signed Appendix 3 Price Sheet as an .xls(x) and .pdf file.

Submitting an unrealistic or manipulative tender may lead to exclusion:

- Tenderers may not submit prices (per item/unit) that manipulate or disrupt the award system;
- prices are presumed to be unrealistic.

The Contracting Authority encourages Tenderers to submit abnormally low prices or even prices of 0 euros in order to contribute in this way to poverty reduction in the Netherlands. In the event that the Tenderers submit prices of 0 euros or abnormally low prices, the Contracting Authority expects a motivation/explanation as to why the Tenderer has the option to deliver at the relevant price. The requested prices are multiplied by indicative numbers per year.

These amounts are added together. In this way the total price for one year is created. This is the registration price. The prices are fixed for the fixed Framework Agreement period of the agreement.

5.2 Awarding procedure

All tenderers will be notified in writing of the award decision. This message does not constitute acceptance of the offer of the tenderer(s) as referred to in Section 6:217(1) of the Dutch Civil Code and therefore no agreement is concluded as a result of this provisional award decision.

When the name of the tenderer to whom the Framework Agreement has been awarded is announced, the ranking in price of tenderers will be announced.

Objections to the rejection must be made in accordance with the provisions of part B under point.