



Tender Document

Invitation to tender in accordance with the European open procedure for the execution of services and operations for Communication, visibility and outreach strategy for the Global Commission on the Economics of Water.

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Definition of terms

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

Data processing Agreement

An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the provision, support and guidance to the Global Commission on the Economics of Water on its communication activities.

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

1.2 Reason for this invitation to tender

The Global Commission on the Economics of Water is seeking a Communications consultancy firm with a mandate to further enhance quality and impact of the communication and promotion of its identity, activities, and messages and to empower its visibility and outreach actions. Working closely with the co-chairs, lead experts, other members of the Global Commission as well as the OECD secretariat, this external expertise will provide for operational capacity and services to ensure clear, coherent, and consistent communication about the strategic focus and activities of the Global Commission, assisting with its messaging targeted at developing a global constituency for water, and increasing global adherence and building momentum for the project - which is the object of this invitation to tender.

1.3 Time schedule

The schedule below applies to this tendering process.

01 September 2022	Issuing of publication, start of tendering period.
20 September 2022	Closure of 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).
29 September 2022	Issuing of Memorandum of Information
11 October 2022 – 12.00 CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
10 th October up to and including 28 October.	Assessment of Tenders.
28 October 2022	Announcement of the award of the Contract.
18 November 2022	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
18 November 2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
21 November 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 of the assignment

The Global Commission on the Economics of Water is a solutions-oriented endeavor, initiated by the Dutch government, from which actionable pathways are to be derived, for a planetary economy that aligns business with sustainable water-resource management. Its purpose is to make a significant and ambitious contribution to the global effort to spur change in the way societies govern, use and value water.

The government of the Netherlands is supporting an independent Global Commission on the Economics of Water. The project has similarities with the Stern Review of the Economics of Climate Change and the Dasgupta review on the Economics of Biodiversity. Worldwide, impacts are being felt of a growing water crisis, with certain regions and certain groups much more affected than others. The crisis is symptomatic of excessive pressures on common goods more broadly, driven by demographic growth, economic development, institutional arrangements and climate change. To redress the crisis, the Water Review aims to push the boundaries of water policy, water use, water narratives and water action, absorb good practices from society, while ensuring societal buy-in and elevating these bottom-up to policy level.

The Commission will uniquely bring together various voices (academics, policy makers, community leaders, and practitioners in domains ranging from economics and water to climate change, urban development and resilience, law, international development, trade, etc.), bridging worlds in ways that have not been seen before: across disciplines, across cultures, across worldviews, and between researchers, policy makers and practitioners.

The Global Commission on the Economics of Water compiles two processes:

- An internal process whereby the Global Commission identifies the themes to explore and build on, curating existing knowledge, as well as launching new research,
- An external process that relies on engagement with a web of strategic stakeholders (at multiple levels) to collaborate with, to expand the solution space.

The call for tender aims to select a service provider to provide high-quality and professional services in the following areas:

- Drive and implementation a phased multi-media (internal and external) communication strategy for the Global Commission, including planning, implementation and guidance on communication, PR, promotion and design of outreach routes (indigenous communities and youth in particular), as well as the production, development and distribution of creative contents and materials,
- Apply a wide range of methods and tools to stimulate creativity, as well as develop, prototype, and experiment innovative solutions to navigate complex societal transitions and to influence how water is valued and governed at local, regional or global levels,
- Monitor and evaluate impact

2.2 Lots

The invitation to tender has not been divided into lots, because the asked services cannot be split into parts and necessitate a coherent approach.

2.3 Specific objectives

The call for tender aims to select a company to assist the Global Commission in developing a constituency for water and building broad support for a Water Agenda for the Common Good, through providing delivery on:

Communication, visibility and outreach strategy for the Global Commission on the Economics of Water

- Communication and promotion of the Global Commission on the Economics of water, including enhancing quality and impact of the communication of its identity (branding), activities, and messages, and creating “transferable” contents (fact sheet; press release, infographics, professional videos & podcasts, animations, images and image-based communication), handling design and production, as well as integrating feedbacks and new information from contributing partners and stakeholders,
- Implementation of media actions & public outreach, including identifying international events and social media opportunities, connecting with key media, journalists and influencers,
- Stakeholder engagement & partnerships, including encouraging the members of the Global Commission to act as “ambassadors”, and ensure they remain active in communications through the project, repurposing communication efforts and methods to build a Water agenda for the Common Good at a global level,
- Dissemination & advocacy actions on research results, including storytelling and narrative-building, as well as actively promoting outputs targeting peer and partners (across sectors and communities) dissemination channels (multipliers).

Under the direct supervision of the Global Commission on the Economics of Water, the contractor will:

Communication strategy: planning and implementation

- Develop an innovative communication strategy and implement a detailed action plan to convey the Global Commission’s key messages and analytics, with a view to influence how water is valued and governed at local, regional or global levels,
- Plan, create, edit and coordinate multimedia contents for external and internal formats:
 - Data, graphs, figures, and infographics,
 - Data stories, technical and science stories, blog posts, one-pagers, fact sheets and other materials, intended for multiple distribution pathways and formats (including magazines, hardcopy distribution, websites, blogs, e-news, media, and other communication channels),
 - An integrated set of beyond-text products, methods and media outcomes, including documentaries/docuseries, podcasts, animation, and high-profile interviews/features of the co-chairs as well as live debate at strategic events,
 - Op-eds by the co-chairs and/or lead experts in national and international media.
- Support the Global Commission’s branding,
- Feed inputs and information for the main project homepage, to be hosted on the OECD web, and update materials on third-party websites,
- Build integration as well as complementarity with all communication tools, methods, prototype, prioritizing efforts and experimenting innovative solutions to influence how water is valued and governed at local, regional or global levels.

Media relation & public outreach

- Lead, develop and support all communication initiatives that position the Global Commission and its key priorities in the global media landscape,
- Build interest in and audiences for the report, across sectors and regions, identifying objectives and design specific outreach routes, including for Youth, Indigenous people,
- Plan major campaigns (including creative social media and digital campaigns) targeting global and regional networks, identifying contents and high-level messages to be pushed out onto core social media channels, and manage media outreach plans,
- Set up of a social media workflow, to ensure quality social media products for the Global Commission, and designing specific outreach (and feedback) routes for Youth, Indigenous people, Global South & private sector audiences,

- Develop Communication & PR strategy and innovations, and maintaining strategic media relations (creation and distribution of press releases, draft statements, by-line articles, Q&A's, advertorials, briefings and media materials, as well as coordination of press interviews and speaking and publishing opportunities for co-chairs),
- Maximise public/media outreach activities with community media resources, identifying new and creative ways to enhance visibility and outreach of the Global Commission's identity, messages, activities, deliverables, and results, among relevant stakeholders and partners, across sectors and geographies, producing case studies / success stories highlighting the impact of research activities on target sectors and communities,
- Create additional communication platforms for stakeholders to channel and inform the Global Commission's workflow, process, and points of views.

Stakeholder engagement & partnership

- Conceive and lead new partnership and engagement strategies, developing multiple ways for commissioners to receive and share inputs and act as "ambassadors" of the Global Commission,
- Advise commissioners on how to enhance their media and online presence and information dissemination by upgrading the quality and use of existing media/communication platforms (webpage, Facebook, Twitter, YouTube, media relations, event management, articles and videos, documentaries, etc).
- Develop and maintain an events calendar, ensuring that major events are identified (across sectors and regions),
- Liaise with co-chairs' most impactful communities and with communication focal persons,
- Establish and maintain media (including new media) partnerships and excellent working relations with key journalists and media representatives (newspapers, magazines, radio, web-based media alternative and specialized media), by organizing and facilitating regular communication channels, especially in the run-up to the UN conference on water in March 2023 in New York.

Monitoring and evaluation

Throughout the two years, a continuous analysis of what is needed, shared, and used, will inform and drive content communication. Regular reporting to the co-chairs will allow to benchmark success, about what works and what doesn't. Those analyses will help increase the communication plan's effectiveness (including the retweeting/reposting and sharing impact).

In addition, the communication team will update the Global Commission about (news) items of relevance, from a water, SDG-related, or environmental justice and new economics perspective. Particular attention will be paid to disruptive events and to the voice of communities often not heard, such as youth, indigenous people, global South.

Contractor will be asked to regularly monitor and update the communication strategy and activity plan, by:

- Reviewing their key messages and communication channels choices
- Monitoring systematically feedback to measure the effectiveness of communication activities,
- Assessing the extent to which complex data/information is made attractive and more 'digestible' for the general public audience,
- Assessing improvement in public awareness via social media and polling,
- Assessing if communication goals are met and make adjustments to the overall strategy and programming as appropriate.

2.4 Institutional arrangements

The communications core team will report to the co-chairs and lead experts, while working in cooperation with the Global Commission's secretariat, hosted at the OECD, while working in cooperation with co-chairs and lead experts. It will participate in meetings of the co-chairs (remotely) and the Global Commission (in person), responding to communication needs, providing guidance and strategy across the Global Commission's publishing process.

The team should also connect with all media & communication services of the co-chairs and lead experts to optimize process and tools for effective global outreach.

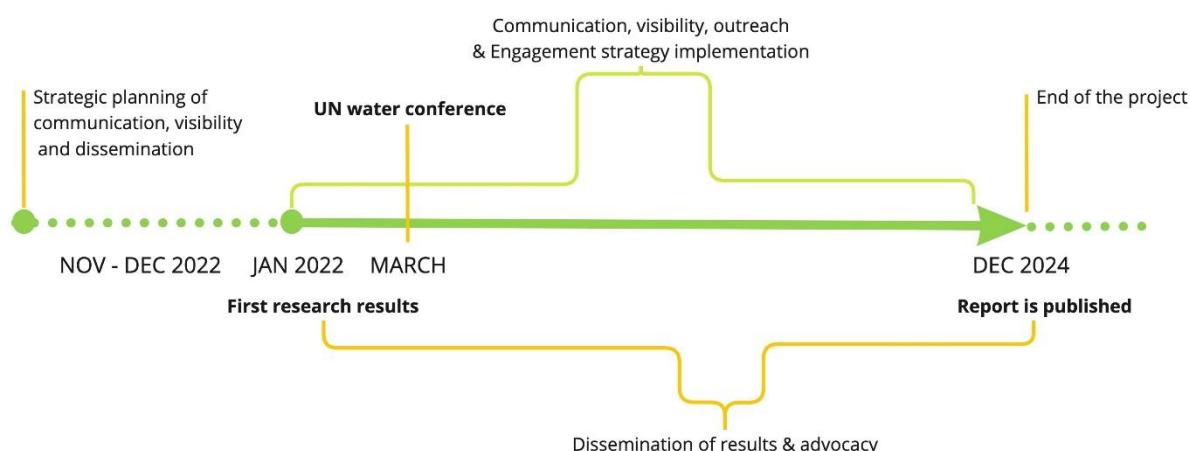
Furthermore, to build experience on social media around the project, a "light" social media workflow should be put in place to systematically identify the strategic contents and messages to be put onto new social media, assisting the members of the Global Commission in the development and in the dissemination of outcomes and outputs supporting the strategic function of the Global Commission, to develop a "global constituency for water". A social media advisory board may be created to support this specific tasks. Regular reporting on web and social network activity to the Global Commission, is expected.

The communications core team will ensure the coordination of media, printers, editors and translators.

Language: all deliverables should be submitted in English.

2.5 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 2 years, with the option to extend by one year.



Plans need to be constantly monitored, reviewed and potentially adjusted throughout the course of the project

2.6 Scope of the assignment

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

The Global Commission mandate is scheduled to last about 2 years.

The tenderer is expected to develop appropriate messages that will enable Commissioners, the Dutch government and others involved in the Review to communicate its activities, analytics and messages to relevant audiences, with a stake in the Economics of Water. The tenderer is expected also to bring forward innovative ideas, agile workflows and processes to effectively serve the messages writing objectives and outreach goals of the Global Commission. The tenderer should successfully demonstrate his or her ability to establish an innovation-based communication approach for science and policy research outputs, reflecting a sound vision on how to develop a global constituency for water, increasing global adherence and building momentum.

The tenderer's communication strategy will specifically target (global, national and local, across regions and across sectors) stakeholders who can contribute to the Review, clarify the political economy around action and inaction and prepare the ground for action after the review is released in 2024. These include policy makers, corporates and financiers, academia, civil society.

The strategy will be finalized in accordance with the Global Commission after the contract award.

The total maximum amount available for this assignment is 500.000 euros ex VAT.

3. Requirements to this assignment

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

By submitting a bid, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your bid being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirement relating to the profile of the tenderer

The Contractor must supply, coordinate and manage the resources put in place to achieve the objectives. The Contractor works in close cooperation with the other parties responsible for implementing the project, including the OECD and the cochairs of the Global Commission. For the achievement of specific results, the Contractor will establish a team of professionals. The Contractor will also be responsible for the administration and mobilization of ad hoc professional services that is to be identified by mutual agreement with the managers (**RVO**) of the project.

3.1.1 Documentation and planning

With regard to the strategy and the implementation operations for the project the following requirements apply:

- Prior to delivery of a final version of a report the Contractor submits a draft final report to the Contracting authority, which will allow the Contracting authority to comment this draft final report. In your planning the Contractor reserves a two week period to allow for comments to be provided by the contractor and processing of these comments into the report (4 weeks total). All products, supplied by the contractor have to be submitted to the Contracting authority for approval. As long as the Contracting authority, for good reasons, does not accept the project there will be no (partial or final) payment for services effectuated.
- The reports and all other by you either processed or generated information and models will be submitted to the Contracting authority in digital format.
- The (draft and final) reports will be submitted in the English language.
- The planning and approach document for this assignment must be formulated in the English language.

3.1.2 Qualifications and staff

Project team leader requirements:

- He/She must hold a relevant master's degree.
- He/She should have a minimum of 10 years of experience as a communication professional in water-related issues, climate change and biodiversity-related issues.
- He/She should have a minimum of 3 years of experience in the new economy, transition and green economy.

- He/She should have a minimum of 10 years experience in developing and implementing communication and outreach plans or campaigns tailored to different audiences (government, Youth, Indigenous people, Global South and North, policy-making, science, public and private sector audiences, finance) and using a variety of means and across all aspects of integrated campaigning (strategy, digital, media, mobilization)
- Mastering of 2 of the UN languages, including the English language (written, reading and spoken) at minimum c2 level (proof required)

Project deputy team leader requirements:

- He/She must hold a relevant master's degree.
- He/She should have a minimum of 10 years of experience in water-related issues, climate change and biodiversity.
- He/She should have a minimum of 10 years coordinating the design and production of excellent multimedia contents (fact sheet, press release, infographics and visualizing analytics, professional videos & podcasts, animations, images and image-based communication, to deliver impactful uptake of key analytics and messages across sectors and regions).
- A minimum of 5 years in developing stakeholder engagement activities.
- He/She should have a minimum of 5 years of experience in international project management.
- Mastering of 2 of the UN languages, e.g. including the English language (written, reading and spoken) at minimum c2 level

Both Team leader and Deputy team leader must demonstrate:

- Good communication skills,
- Proven well-developed intercultural sensitivity skills,
- Strongly developed political awareness and sensitivity,
- Being a team player who can cooperate in diverse team structures,
- Ability to effectively advocate key messages to a variety of stakeholders,
- Ability to develop science – policy interfaces,
- Ability to foresees risks and allows for contingencies when planning,
- Ability to manage conflict and highly sensitive political issues,
- Reporting skills to communicate on mission results and project progress.

The Tenderer must guarantee that the proposed team leader will be effectively available for the performance of the tasks and responsibilities assigned to him, except in cases of force majeure. Each change within the team must be subject to the prior approval of the Contracting Authority.

3.2 Requirements relating to monitoring and evaluation

- At the end of the first 6 months, and at the end of year 1, the Contractor will submit interim progress reports indicating results achieved, problems identified and proposed measures and planning for continuation of the project.
- The Contractor will submit a draft final report within 4 weeks after the agreed completion date of the project.
- A draft final report is delivered within 6 weeks after the end date of the project. The concept and final report cover the entire project period and will also evaluate the implementation and impact of the project

- Two weeks after receiving the comments to the draft final report, the final report will be submitted together with a final invoice and specification of items of the declaration.

3.3 Requirements relating to the prices/rates

The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.

The price/rates must be all inclusive. In any event, they must include all of the following, but not limited to: wage costs, costs relating to the production of contents and outreach pathways during the assignment.

The Tenderer must provide a budget with fixed hourly/daily rates, specified according to the various duties and milestones per phase.

The Tenderer must also comply with the 500 k euros ex VAT **maximum price**.

3.4 Tax-related requirements

- 3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.4.2 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;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.4.3 If the Tenderer indicates that no VAT is applicable, then he/she agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.4.4 The Tenderer is liable for any extra costs for Dutch and/or foreign VAT due if he/she incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, the Tenderer are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.4.5 The Tenderer 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.
- 3.4.6 The Tenderer 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.
- 3.4.7 If the Tenderer believes that its work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then he/she 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 the Tenderer in the quotation. The Tenderer will provide this statement in English. If the statement from the foreign tax authorities is not in English, then the Tenderer agreesto provide a sworn translation of this statement, the costs of which will be borne by him/her.

3.5 Invoicing requirements

- 3.5.1 The following payment schedule applies: Payments will be done in 5 parts following the next payment plan: start of project: 15%, after 6 months: 25%, after 12 months: 25%, after 18 months: 25%, end of project: 10%.

3.5.2 **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.

For companies not established in the Netherlands

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

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

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

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

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

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

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

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

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

The evidence consists of:

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

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

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

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The bids are assessed based on the award criteria. Your response to the award criteria must be included in your bid. In your response, you must take into account the requirements set in Section 3 and 4.

Your bid must include a description of your planning and approach to the project aimed at realisation of the assignment as formulated in this tender document (whereas you also indicate the number of days per person assigned to specific tasks), the aims of the project and the results achieved, specification of the deliverables (products), demands and requirements and overall planning.

- a. Quality: A maximum of **90 points** can be obtained for your response to the “written” award criteria as described in 5.2.1 up to and including 5.2.6. The Tenderer must score a minimum of 50 out of the 90 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 50 points out of the 90 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates.
- b. Price: Assessment of the prices with a maximum of **10 points**.
- c. The maximum total points that can be obtained is **100 points**.

5.2 Quality criteria

The tenderer should submit a detailed communication, visibility and outreach strategy, including relevance and applicability of the methodologically sound concept/ goals and plan; foreseen results and specification of the proposed deliverables (products), achievable within a defined timeframe, as well as opportunities for ingenuity, new possibilities.

The tenderer may work with partners to realize parts of the assignment and specific tasks (e.g. design or film companies). In this case, each section should include as much details and information as possible on the companies, the skills of the people who will be working on the tasks as well as the goals and expected products, in line with the objectives describes in chapter 3

Once the contract starts, the Global Commission is expected to work closely with the Communication core team to establish a sound and successful strategy and will assess the tenders on the basis of the understandings of the assignment’s goals and intent.

Maximum number of points available: 90	Evaluation criteria relating to adequacy, quality of proposed methodology corresponding to the current terms of reference (ToR).
30	Quality of the proposed approach and overall understanding of the assignment , including innovative ideas to influence how water is valued and governed around the world.
15	Quality of the Project planning and management.
10	Quality of proposed outreach plans, social media approach, and PR strategy.
35	Quality of the Team leader and deputy team leader.

5.2.1 Quality of the proposed approach and overall understanding of the assignment

Maximum number of points available: 30	Quality of the proposed approach and overall understanding of the assignment, including innovative ideas to influence how water is valued and governed around the world.
15	The quality of ideas and of the innovative processes and materials which will effectively make the research results of the Global Commission actionable, will convey complex issues into broadly accessible informative contents (such as infographics and/or data visualisation and other image-based communication products for both online and printing materials) and successfully create momentum for the project.
10	The relevance of the tentative budget (including breakdown of man hours) of the project with team, with indicative time allocation and responsibilities (especially for both team leader and deputy team leader) and indicative budget allocation to the production creative contents & new communication processes.
5	The clarity of the plan (including goals, milestones and tasks for the members of the Global Commission) to support commissioners in their ambassador roles, conveying the Global Commission's messages to targeted audiences globally.

5.2.2 Quality of the Project planning and management

Maximum number of points available: 15	Quality of the Project planning and management .
10	The quality, suitability and relevance of the project team put together by the tenderer, for the assignment (specify the names, functions, responsibilities and CVs of the proposed team of professionals, including the working partners) .
5	The integration in the project management plan of conflict resolution management mechanisms, including decision-making mechanisms, into the communication strategy and workflows (given the highly sensitive political issues at stake).

5.2.3 Quality of proposed communication and outreach plans, social media approach, and PR strategy

Maximum number of points available: 10	Quality of proposed communication and outreach plans, social media approach, and PR strategy.
10	The quality of the outreach plan, with tactics, goals and new pathways for targeted audiences (including youth and indigenous communities) – you may include workflows and timelines, staff roles and responsibilities as well as tentative PR plan.

5.2.4 Award criteria relating to the quality of the Team leader and deputy team leader

The mission team leader plays a central role in the execution of the project and must be an excellent communicator with proven outstanding experience in coordinating multidisciplinary teams in communication, outreach and promotion strategy and operations. The team leader will manage the project overall.

In providing your response, relate your answer as much as possible to a position mentioned in your CV. Please hand in a CV.

Max. 20 of points available	Assessment aspects Team leader
10	Level of understanding of economic/policy contexts, and inter-sectoral impacts of water-related challenges, biodiversity and climate change.
5	Level of experience in leading complex science-based communication projects and collaborative initiatives, including working with academics, NGOs, corporates and policy makers.
5	Demonstrated experience in creating momentum and developing global adherence for international projects.
Max. 15 of points available	Assessment aspects Deputy Team leader
5	Level of experience in the fields of communication and visibility on issues related to water, climate change, and environment or related issues..
10	Level of experience working in communications with digital experts, collaborating and leading innovative multimedia / image-based communication and information strategy and products (fact sheet, press release, infographics and visualizing analytics, professional videos & podcasts, animations, images and image-based communication).

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

Max. 10 of points available	Assessment aspects
10	The total price offered in the offer (excluding taxes). Please use Annex 2. The maximum proposed amount should not be higher than 500.000 excluding VAT.

5.4 Assessment method for qualitative award criteria

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

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

5.5 Assessment of preferences in relation to prices/rates

The following formula will be used to assess this criteria:

$$\frac{\text{Lowest total price}}{\text{Own price tenderer}} \times 10 = \text{Number of points obtained}$$

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.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion 5.2.1 Award criteria relating to the proposed approach.

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

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the

required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person:

robin.mooijman@rvo.nl

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult the eHandbook via <http://www.tenderned.nl/egids/>.

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

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

7.3.3 Questions and additional information/changes

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

- Via one or more Memoranda of Information.

- By means of the TenderNed 'Questions and Answers' facility.

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

Submitting a question to the Tendering Authority

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

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least the four months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water

- Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of 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](#). *Inconsistencies and objections*

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

7.3.11 Complaints procedure

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

7.3.12 Dispute resolution

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

7.3.13 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.14 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering authority's award criteria.	Add to TenderNed
'Prices/Rates' annex	Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
Cv	Cv's, examples	Add to TenderNed

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

7.3.15 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

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

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

7.3.16 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information:

the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the provision of the services.

7.3.17 Single Tender

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

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

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

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the

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opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.19 Communication and language

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

The Tender must be submitted in English

Additional documents (such as informational materials etc.) can also be provided in English

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

7.3.20 General terms and conditions

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

7.3.21 Contract conditions

The draft Contract, Data processing Agreement and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract). Only the definitive Contract will apply during the execution of the assignment.

7.3.22 Explanation and verification of the Tender

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

7.3.23 Request for supplementary information concerning the Tender

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

7.3.24 Announcement of the award of the Contract

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

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the

sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: Prices/Rates

Annex 3: Draft Contract

Annex 3a: Data processing Agreement

Annex 4: ARVODI-2018

Annex 5: "Brochure E-factureren Rijksoverheid"

Annex 6: Complaints Procedure