



APPENDIX 13

Tendering Document (ENGLISH TRANSLATION)

European Tender according to the open procedure for operation – Facility & Hospitality Management – of the Dutch pavilion at the Osaka Expo 2025

Publication date:	14 February 2024
Status:	Definitive concept
Reference:	202307071

Table of Contents

Definitions	5
1. Introduction	7
1.1 Contracting Authority and IUC-EZK	7
1.2 Reason for this invitation to tender	7
1.3 Time frame	10
2. Description of assignment	11
2.1 Description and objective of the contract.....	11
2.2 Description of the work.....	13
2.3 Lots:	14
2.4 Contract Term.....	15
2.5 Contract Scope	15
3. General requirements relating to the contract	15
3.1 Requirements relating to Expo guidelines	15
3.2 Requirements relating to prices/rates	15
3.3 Tax-related requirements.....	16
3.4 Invoicing requirements.....	17
3.5 Requirements relating to sustainability	17
3.6 Requirements relating to permits and regulations	17
3.7 Reporting requirements	18
3.8 Requirements relating to the recruitment, selection, training and management of personnel and the organisation and implementation of facility management and hospitality at the pavilion:.....	18
3.9 Requirements relating to the management of the Event Zone/VIP	19
3.10 Requirements relating to the organisation and operation of the shop	20
3.11 Requirements relating to visitor registration and accreditation.....	20
3.12 Requirements relating to the design and operation of the bar	20
3.13 Requirements relating to clothing.....	20
3.14 Requirements relating to commercial activities	20
3.15 Requirements relating to the installation, use and de-installation of the kitchen ..	21
3.16 Requirements relating to the organisation and execution of the catering.....	21
4. Requirements relating to the Tenderer	22
4.1 Introduction.....	22
4.2 Grounds for Exclusion.....	22
4.3 Eligibility Requirements.....	22
4.3.1 <i>Financial and economic capacity</i>	22
4.3.2 <i>Reference details (technical competence)</i>	23

4.3.3	<i>Quality control (technical competence)</i>	24
4.3.4	<i>Environmental protection (technical qualifications)</i>	25
4.4	Professional/trade register excerpt	25
5.	Preferences and assessment.....	27
5.1	Introduction.....	27
5.2	Wishes relating to quality.....	27
5.2.1	<i>Wishes relating to the quality of the service and execution of the contract</i>	27
5.2.2	<i>Wishes relating to staff policy</i>	27
5.2.3	<i>Wishes relating to project team and the organisation</i>	28
5.2.4	<i>Wishes relating to sustainability and corporate social responsibility</i>	29
5.2.5	<i>Wishes relating to the proposed concept for the Bar and the Event Zone/VIP</i>	29
5.2.6	<i>Wishes relating to the shop range</i>	29
5.2.7	<i>Wishes relating to composition, appearance and clothing of personnel</i>	30
5.2.8	<i>Wishes relating to the budget</i>	30
5.2.9	<i>Wishes relating to prices/rates excluding VAT</i>	31
5.3	Assessment method for qualitative wishes.....	31
5.3.1	<i>Assessment of qualitative wishes</i>	31
5.3.2	<i>Assessment of wishes in relation to prices/rates</i>	31
6.	Assessment of Tenders	33
6.1	Assessment of the Tender's completeness and legal validity	33
6.2	Assessment of contract requirements	33
6.3	Assessment of wishes relating to the contract	33
6.4	Determination of definitive total score	33
6.5	Assessment of evidence	33
7.	Submission procedure for Tenders.....	35
7.1	Declaration of Consent.....	35
7.2	Timetable.....	35
7.3	General procedure considerations.....	35
7.3.1	<i>Communication</i>	35
7.3.2	<i>eHerkenning (eRecognition)</i>	35
7.3.3	<i>Questions and additional information/changes</i>	35
7.3.4	<i>Validity period and submission of Tender</i>	36
7.3.5	<i>Variants</i>	36
7.3.6	<i>Costs of submitting a Tender</i>	36
7.3.7	<i>Termination of tendering process</i>	36
7.3.8	<i>Document ranking</i>	36
7.3.9	<i>Information about the Tenderer's obligations</i>	36
7.3.10	<i>Information Security and Supplier Privacy Guide</i>	37

7.3.11 <i>Inconsistencies or objections</i>	37
7.3.12 <i>Complaints Procedure</i>	37
7.3.13 <i>Resolution of disputes</i>	37
7.3.14 <i>Tender submission</i>	37
7.3.15 <i>Structure and content of the Tender</i>	38
7.3.16 <i>Legally valid signature</i>	38
7.3.17 <i>Submission of a Tender in collaboration with other organisations</i>	39
7.3.18 <i>Single Tender</i>	40
7.3.19. <i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	40
7.3.20 <i>Communication and language</i>	40
7.3.21 <i>General Terms and Conditions</i>	40
7.3.22 <i>Contract conditions</i>	40
7.3.23 <i>Elucidation and verification of the Tender</i>	40
7.3.24 <i>Contract award notification</i>	41
Appendices.....	42

Definitions

Contracting Authority	The Netherlands Enterprise Agency (RVO), part of the Dutch Ministry of Economic Affairs and Climate Policy.
Tendering Document	This document, including appendices.
Public Procurement Act	The Dutch Public Procurement Act 2012 (<i>Aanbestedingswet</i> 2012)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Operations manager	Manager to be appointed by the Contractor who will be in charge of the facility and hospitality management and also acts as deputy Pavilion Director.
Eligibility requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	The interested party(ies) 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 Tendering Document.
IUC-EZK	The Implementation Procurement Centre (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
Summary of Additional Information and Changes	A document containing all questions asked and answers given, in anonymised form. This includes the questions and answers submitted via TenderNed.
Client	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Client concludes the Contract.

Contract	The written agreement between the Client and the Contractor in which the conditions under which the contract will be executed are recorded.
Pavilion Director	A pavilion director employed at or appointed by RVO, in charge of the entire pavilion team.
Exclusion Criterion	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 European Tendering Document	A statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the 'Uniform European Tendering Document' by completing and signing the 'Uniform European Tendering Document'.

1. Introduction

The present Tendering document created by the Netherlands Enterprise Agency (RVO) contains information about the European tender according to the public procedure for the operation (facility & hospitality management) of the Dutch pavilion at the Osaka Expo 2025.

This document is the English translation of the original Dutch Tendering Document. In the event of any inconsistency or discrepancy between the English translation and the original Dutch document, the Dutch document shall prevail and be considered the definitive version. No rights may be derived from the English translation, which is provided solely for convenience and reference purposes. By accepting or using this English translation, the parties acknowledge that it is not intended to be legally binding and that any legal interpretation or dispute shall be resolved based on the Dutch document.

You are invited to submit an offer based on this Tendering Document.

1.1 Contracting Authority and IUC-EZK

This tender procedure shall be implemented by the Netherlands Enterprise Agency (RVO.nl), commissioned by the Ministry of Foreign Affairs.

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

1.2 Reason for this invitation to tender

Introduction and background

An Expo or world exhibition is a large-scale, long-term international public event at which nations show economic, social, cultural and/or social developments and innovations. Since the first World Expo of 1851, the event has largely emphasised industrial, technological, economic, architectural and cultural achievements by the participants. In the pre-digital era, world expos therefore served as catalysts for economic (industrial) progress by bringing different nations and experts together in a single place.

Traditionally, world fairs have been organised to give countries the opportunity to exhibit innovations in different areas. Earlier Expos introduced products like the telephone, X-ray machine, ketchup, electric street lighting, Ferris wheel and gramophone player, for instance, as well as specially designed buildings like the Eiffel Tower and Atomium associated with culture (visual arts, architecture). Today, these global events primarily aim at searching for joint solutions to fundamental challenges facing humanity. The Netherlands has always participated in these events since the very beginning.

The Netherlands' participation in Expo 2020 was highly successful. Its focus and central theme were the water/energy/food nexus, positioned as follows: 'Dutch Dubai: Uniting Water, Energy and Food'. This proposition fit the need to improve the sustainability of the United Arab Emirates (UAE) and Gulf region, and in what Dutch innovation has to offer. Over a period of six months, we have demonstrated what contribution we can make to solving global challenges, such as the sustainable availability of water, the transition to sustainable energy, and locally and sustainably produced food. We were able to translate this focus to the pavilion successfully.

Nearly 1 million visitors were welcomed to the Dutch pavilion through the special visitor experience. The concept received more than ten awards in the field of sustainability, innovation and design, including the Expo BIE award for best architecture in the sustainability district. The business and art programme reinforced the total concept of 'uniting water/energy/food'. Dozens of smaller missions with the business community and two trade missions with government officials contributed to the positioning and profiling of participants.

At Osaka, too, the Netherlands will build a national pavilion, a temporary, semi-permanent building including show/experience and outdoor spaces. The Ministry of Foreign Affairs commissioned the Netherlands Enterprise Agency (RVO) to issue a European tender procedure for the sustainable/circular design, construction (including design and implementation of the show/experience), maintenance and removal/repurposing of the pavilion. The Dutch pavilion is the most visible element in our country's participation in Osaka Expo 2025, Kansai.

Below, the document describes the context (such as Dutch objectives, the theme of Osaka Expo 2025, the Netherlands' working theme, the strategic and creative concept, and the location on the grounds) within which our pavilion must be realised. This background information reflects the ambition of the Dutch authorities. Our position is that the pavilion must contribute to achieving these ambitions in all of its functions, ambience, and perception.

Why is the Netherlands participating in the Expo?

Japan is the world's third largest economy and as such, a country that is important to the Netherlands. Participation in Japan presents opportunities for the Netherlands in relation to bilateral political, economic, cultural and public diplomacy. In addition to nation branding, an Expo is also an important platform to foster international trade. The theme of Osaka Expo 2025 is perfectly suited for a translation of the areas in which the Dutch business community already operates in Japan.

Among other things, there are opportunities in:

- Agriculture, food & horticulture
- Energy transition & Sustainability
- Culture and digitalisation
- Life Sciences & health (tech)
- Cultural exchange in the context of 425 years of relations with the Netherlands in 2025

Like the Netherlands, Japan has stated its intention to be CO2-neutral by 2050. Japan is currently in the early stages of improving the sustainability of its economy. Digitalisation and population ageing are other big challenges Japan is facing. These are all topics in relation to which Dutch businesses and knowledge institutions have something to offer the Japanese market. Both the Netherlands and Japan will benefit from an exchange of ideas, culture and science.

Objectives of Dutch participation

The Dutch participation in Osaka Expo 2025 must be considered as a long-term investment in economic and political relations with Japan and the East Asian region. The following (quality related) objectives have been formulated:

1. Maintaining and extending the reputation of the Netherlands. Strengthening the chosen positioning (Dutch branding). This applies for all stakeholders.
2. Stimulating trade and economic collaboration. The main objective is to increase market access for the Dutch business community and other partners in Japan (and the East Asian market) and improve innovation partnerships.
3. Strengthening the relationship between the Netherlands and Japan for a range of stakeholders.
4. Increasing the network of all stakeholders. Dutch participation in an Expo in general and the programming during and prior to the Expo event will contribute to these objectives.
5. Dutch participation must essentially lead to connection. This means not just sending people there but also focusing on perception and interaction. From visitor experience to (commercial and cultural) programming; the pavilion as a 'connective element'.
6. Promoting Government-to-Government (G2G) and knowledge-to-knowledge (K2K) cooperation.

Target audiences

Dutch participation in Osaka Expo 2025 targets:

1. (International) day visitors to the Expo. The organisation expects to welcome some 28.2 million visitors, the majority of which (90%) are expected to come from Japan.
2. Business visitors, particularly from Japan (and the East Asian region), as well as representatives from government, business, the knowledge community and cultural institutions.
3. Internationally operating businesses, knowledge institutions, cultural organisations and authorities in the Netherlands, with a particular focus on organisations that operate in Japan (and the East Asian region) or wish to enter those markets.
4. Public and private partners in the organisation of the participation and programming: ministries, municipalities, provinces, knowledge institutions, cultural institutions, and umbrella/sector organisations.
5. (International) media, aiming to reach the aforementioned target audiences.

Theme of the Osaka Expo

The Expo's theme, ***Designing Future Society for Our Lives***, reflects a strong desire to cooperate with people from all over the world to discuss and shape the future of our society. The theme, *Designing Future Society for Our Lives*, invites people to think about how they want to live and how they can maximise their potential. It is also intended to encourage the international community to engage in co-creation in designing a sustainable society that supports the ideas of individuals on how they want to live. In other words, the Expo asks everyone a question: 'What is the happy way to live?'

This is the question that the Netherlands wants to answer. The sub-theme of the district in which the Dutch pavilion is located is: *Saving Lives*, with the emphasis on protecting, saving the life of individual persons and ensuring a healthy way of living.

Like the Netherlands, Japan is facing urgent and complex challenges. These include climate change, urbanisation, population ageing, the energy transition, food security, ensuring the accessibility of healthcare, as well as guaranteeing everyone's wellbeing. Important themes in relation to which the Netherlands has a lot of knowledge and expertise. However, these are huge challenges that no single country can solve on its own. This is why the Netherlands wants to be a platform to gather different perspectives, inspire each other, learn from each other, and cooperate: *Solving global challenges together*.

At the World Expo 2025 in Osaka, the Dutch pavilion will therefore create common ground. An open-minded starting point, a space in which people experiment with new ideas, where people and inventive minds come together, to shape societies that aim for resilient, happy and healthy lives. Healthy for ourselves, for the people around us, for our planet, and for our future.

The Dutch Pavilion

The consortium AND BV is responsible for the design, construction, maintenance and dismantling of the pavilion. The consortium partners are: RAU (Architect), DGMR (engineering consultancy), Tellart (visitors show) and Asanuma (Japanese contractor). Appendix 8 contains an impression of the pavilion, together with the floor plans on which the Tender must be based.

The Netherlands' working theme

Based on the Dutch objectives, the Netherlands Branding, the overall Expo theme, and in consultation with stakeholders, we have chosen a working theme for the Dutch participation in Osaka Expo 2025:

Common ground

'Creating a New Dawn Together'

The theme was developed by the KesselsKramer creative agency and provides the foundation for the strategic and creative total concept for all aspects of the Netherlands' contribution. All aspects (functional, technical, spatial and communicative) of the pavilion and visitor experience must therefore be developed as an expression of this working theme. As such, the pavilion is also a resource as part of the Dutch participation.

The theme is widely supported. It will also be used as a basis for the activities of the embassy and consulate in Japan in the coming years, as well as providing a direction for programming and communication activities prior and during the Expo.

In line with 'Common Ground', the Netherlands will organise events during Osaka Expo 2025 that have to do with joint solutions in (cross-)sectors, such as energy transition and circular economy, Life Sciences & Health including sport, Digitalisation & High Tech, Agrifood and Horticulture and culture. About the power of design, the creative industry, art and sports in solving societal issues. The pavilion and visitor experience represent a framework for the Expo programming.

The storyline of Common Ground is described in appendix 6.

Netherlands branding

The Dutch pavilion at Osaka Expo 2025 is a part of the Netherlands branding, (<http://www.nlplatform.com/toolkit>) which consists of three key values: open, inclusive and inventive. 'Common Ground', the working theme, is based on these values. As such, the pavilion and participation must exude the values in every possible way. The pavilion will be the Netherlands' calling card and is an example of Dutch Design.

1.3 Time frame

The schedule below applies to this tendering process.

14 February 2024	Issuing of publication, start of tendering period.
1 March 2024 at 11:00 hours	Closure of question phase: deadline for the Tenderer to submit questions regarding this Tendering Document and the Contract (including General Government Purchasing Conditions) and/or proposals for textual amendments to the draft Contract (including General Government Purchasing Conditions).
15 March 2024	Circulation of the Summary of Additional Information and Changes
26 March 2024 at 11:00 hours	Deadline for the receipt of Tenders and subsequently opening of new Tenders by the Contracting Authority.
through to 16 May 2024	Assessment of Tenders
17 May 2024	Announcement of the award of the Contract
1 June 2024	Deadline for the successful Tenderer to provide the evidence requested by the Contracting Authority.
6 June 2024	Deadline for asking questions and/or filing an application for injunctive relief in relation to the contract award notification.
After 6 June 2024	Start date of Contract.

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

2. Description of the contract

2.1 Description and objective of the contract

The Dutch pavilion will be built by the consortium AND BV. The consortium AND BV is responsible for the design, construction, maintenance and dismantling of the pavilion. The consortium partners are: RAU (architect), DGMR (engineering consultancy), Tellart (visitors show) and Asanuma (Japanese contractor).

The aim of this contract is to make an important contribution to the objectives of the Netherlands in its Expo participation, through the operation of the pavilion. In order to achieve the objectives (economic, political and regarding image promotion), the Netherlands must distinguish itself from the other participating countries in a positive and unique way. As a result, ideally an average of 5000 visitors per day will be received. This includes not only the day visitors but also a limited number of business visitors who via the programme, by invitation or at their own initiative make use of the pavilion and the Event Zone/VIP it contains. Around 35 events are expected to be organised for between 50 and 100 people; around 60 smaller events are also expected to be organised, for between 15 and 50 people.

In summary, the contract contains the total operation package, consisting of facility management and hospitality. We are looking for a contractor who is able to organise and implement the catering, hospitality, personnel, operational and event management, security, housekeeping, the running of the souvenir shop and support for audiovisual communication at the Dutch pavilion.

Facility Management includes the preparation process, the implementation phase and the follow-up of the thematic operation of facilities of the Dutch participation. This includes setting up, organising and managing the operational side of the Dutch pavilion on a daily basis.

Hospitality includes the visitor reception, the Food & Beverage operation and the front-of-house operation of the Dutch pavilion.

The revenue from the drinks, snacks and articles sold in the catering area and souvenir shop will accrue to the Contractor. In accordance with section 3.14, only royalties must be paid on this amount. In other words, this includes an earning model. Following consultation with and approval of the Client, the Contractor can also collaborate with possible partners/sponsors who provide sponsoring 'in kind'. The revenue from in-kind sponsoring (for example decoration, clothing, products in catering or shop) obtained by the Contractor shall accrue to the Contractor. Expected cost savings as a consequence of sponsoring in-kind may not be included as an estimate in the budget in the Tender and can therefore not be deducted because at the moment of Tender, no approval can yet be issued by the Client.

For execution of the contract, it is important to have demonstrable knowledge of the Japanese market, language and culture, and experience of the processes of operating a pavilion at a world Expo. This contract must be executed in a challenging market, with additional challenging conditions due to the rush and the pressure that can arise as the Expo approaches. To cope with these challenges, a proven track record is required, together with experience of the Japanese market and a mature business.

The Facility Management and Hospitality should be carried out under the leadership of the Operations Manager who reports to the Pavilion Director (employed at the RVO or appointed by the RVO) who leads the overall Pavilion Team. For details see section 3.10.

For both subjects, the sustainable circular approach taken by the Netherlands in its participation must be adhered to. The central themes (and in particular the connection between them) play an important role in this:

- Agrifood & horticulture
- Energy transition & circular economy
- Culture and digitalisation
- Life Sciences & Health including sport
- Culture

The recruitment, selection and appointment of this Operations Manager (Deputy Pavilion Director) is an important task. The Tenderer must supply an experienced Operations Manager with at least 5 years experience in managing facility and hospitality teams in an intercultural setting with a central focus on Dutch values and who thoroughly understands these values and culture of the Dutch participation at the Expo. The Operations Manager has knowledge of the Japanese language, culture and market.

Cooperation with other stakeholders

Multiple parties are involved in the multi-year campaign for the Dutch participation. We cooperate with them in the execution of this contract. These parties, including the Contractor of this contract, will be regarded as project partners and not only as suppliers with whom a Client-Contractor relationship exists. This form of cooperation will further increase the chances of successful Dutch participation throughout the period. In all cases, the decision authority remains with the Client.

Creative concept: OSAKA 2025: Saving Lives / Common Ground

The creative agency KesselsKramer was commissioned by RVO to draw up a concept that (in terms of communication) lays the foundation for the entire Dutch participation. This also applies to the appearance of the pavilion and its function as a means of communication in the multi-year process. KesselsKramer acts as a concept guardian and advises RVO in this respect. This also applies to the development of this concept in the operation of the pavilion.

Pavilion design, construction, maintenance and dismantling

The consortium AND BV is responsible for the design, construction, technical maintenance and dismantling of the pavilion. The consortium partners are: RAU (architect), DGMR (engineering consultancy), Tellart (visitors show) and Asanuma (Japanese contractor). After the contract has been awarded, the Contractor(s) of Operation Management will have to cooperate intensively with the consortium, in particular with Tellart, in order to determine the exact deployment of hosts for the guidance of the visitor flows. For operational matters in the pavilion, the Client will supply an organisation chart, including explanatory notes to roles and responsibilities. This will make it clear in advance who is responsible for the organisation of events or in the event of equipment failure. As a Contractor, AND BV is responsible, among other things, for the delivery and maintenance of AV equipment.

Expo organisation and local authorities

The Contractor is responsible for obtaining the permits and permissions to actually carry out the submitted proposal. The Expo organisation has set up a one-stop portal for this purpose. The exact working method and lead times are worked out in the Expo Guidelines, appendices 9 through to 12. However, it is expected that, with more than 160 participating countries and 9 international organisations, the Expo organisation will also refer to local authorities for obtaining licences. In the unlikely event of a delay, obstruction or other unexpected situations, this must be reported in good time to RVO.

Commissioner General, Consulate General in Osaka

For the Expo, the Netherlands has appointed a Commissioner General, in the person of the current Consul General in Osaka, Mr Marc Kuipers, who is responsible for the entire Dutch participation at the Expo in relation to the Expo Association and the Japanese authorities. The Consulate General (CG) is also responsible for relations with the local media. In case of calamities, the CG should first be consulted on matters relating to communication with the local press. In the case of Dutch media, the Communications Department of the Ministry of Foreign Affairs is responsible. For this purpose, the Client will draw up a communication plan in consultation with the Contractor and with AND BV.

The Ministry of Foreign Affairs, core department of The Hague

The Council of Ministers has appointed the International Enterprise Department (DIO) of the Ministry of Foreign Affairs as the process owner for the entire Dutch participation in the Expo. The DIO has commissioned RVO for the execution of the pavilion. In case of changes in the project organisation and/or other deadlocks, the designated project leader at DIO, Ms Aino Jansen, will

have the power of decision and RVO will communicate their decision to the party responsible for implementing this contract (the Contractor).

2.2 Description of the work

I. Facility Management & Hospitality: Organising and executing the Facility Management and Hospitality, consisting of:

- security; drawing up security plans and instructing personnel;
- housekeeping;
- transport, storage and logistics;
- waste management;
- First Aid / CERT;
- technical and audiovisual support during events
- handling and securing exhibition requirements and documentation;
- financial administration
- recruitment, selection, supervision and guidance of personnel for the components mentioned here;
- if a collaborative venture is entered into between RVO and a Dutch university or university of applied sciences, with the goal/aim of employing students of Japanese language in the hospitality aspects, the Contractor must assist in ensuring that these students are provided with living space and are deployed as hospitality staff. During the entire Expo period, a maximum of 5 students are expected to be present at all times.
- transport to and from the Expo for personnel and students;
- operational communication with the Expo organisation;
- managing all suppliers involved and recruited by the Contractor;
- administrative and logistical support in accordance with the requirements of the Expo organisation when dismantling the pavilion;
- the daily start-up, operation and closure of The Visitor Experience (see appendix 7);
- operating/managing the AV resources at The Visitor Experience;
- hospitality at the reception and guidance of (day) visitors;
- hospitality at the reception and guidance of VIP/Business visitors;
- overseeing crowd management and visitor flow;
- identifying defects/breakdowns in The Visitor Experience and reporting them to the Pavilion Director;
- Supervising visitor management and registration via the smart queueing system / application of the Expo organisation;
- temporary accommodation for staff or students (for a period of 7 months) if necessary;
- public catering:
Hot and cold drinks and finger food in the bar at level 0 (after day visitors leave the main show).
- Catering Event Zone/VIP:
The hospitality that is provided for business target groups in the Event Zone/VIP with a dry kitchen. This ranges from events (up to 100 people), hot and cold snacks for large groups (up to 100 people), the supply of drinks and small snacks during events (which are hosted during the Expo) and more standard serving of coffee, tea, soft drinks and alcohol for smaller groups, such as companies that rent the Event Zone/VIP for internal meetings or meetings with business contacts.
- staff meals:
Organising/facilitating the daily meals for the staff working in the pavilion. This includes a lunch and evening meal for all staff covered by this contract; and 5 members of the pavilion team.

In addition, support from the Pavilion Director of the Dutch pavilion when:

- providing accreditations;
- planning, organising, preparing and implementing events in the pavilion;
- carrying out social media and marketing activities;
- registering and monitoring visitor experiences;
- carrying out approval and clearance procedures.

Transport of VIPs and dignitaries and protocol matters are beyond the scope of this contract and are for the account of the Client.

II. The management of the Event Zone/VIP

The Dutch pavilion includes the representative Event Zone/VIP for the reception of dignitaries and delegations. This zone has a multifunctional layout for the organisation of events and meetings / business meetings.

As far as Facility Management is concerned, it concerns cleaning and preparation and, where necessary, technical support in the form of operation and installation of AV equipment (supplied by AND BV) (all activities that are not related to 'eating & drinking').

- for the service of all refreshments to be consumed, at any event (private or public), in the Event Zone/VIP;
 - being the first point of contact in the Pavilion Team for external parties who wish to make use of the Event Zone/VIP for the acquisition, registration and reception of these parties. This also includes the processing of their application within the Pavilion Team (hospitality requirements, deployment of personnel and students, set-up space, etc.);
 - for the choice and execution of the decoration and arrangement of the Event Zone/VIP at the various events that are organised there. Consultation with the Pavilion Director is planned for this purpose;
 - for the registration of visitors (organisations that book the rooms), the building up and breaking down of the space for different types of events, the reception and serving of visitors (food and drink).
- The provision of audiovisual assistance and support to insourced parties responsible for (video) recording of the events at the pavilion.

III. Installation, use (including maintenance) and de-installation of the kitchen

The design of the pavilion takes into account, in terms of space and the connection of water and electricity, the use of a dry kitchen. There is no gas. The Contractor is responsible for the organisation, installation, use (including any maintenance) and de-installation of all kitchen equipment. In order to remain in line with the circular nature of the pavilion and the Dutch participation, the Contractor is encouraged not to have the equipment newly manufactured (purchased), but to lease it or use it under its own management.

IV. The organisation and operation of the public bar on the ground floor and the bar in the Event Zone/VIP.

The public bar on the ground floor is open to all visitors to the Dutch pavilion (public hospitality). To encourage rapid passage of the public, the bar is mainly provided with standing tables. The space shall be handed over in such a way that the Contractor itself will decide which kitchen equipment, display cabinets to exhibit the products in the bar, the bar itself and the refrigerators are to be used. Design and layout will take place in consultation with the design team. In the visitor experience, (possible) refreshments in the bar will conclude the visit to the Dutch pavilion. All regular connections are available in the bar, except for gas. The furniture and finishings of floor, walls and ceilings are the responsibility of AND B.V.

V. Organising and operating the souvenir shop

The activities relate to:

- the furnishing and fitting out of the shop in line with the Dutch campaign and the pavilion design;
- developing, buying and selling the souvenirs to the visitors of the pavilion (in line with the brand guide of the Dutch Concept as previously mentioned);
- managing the shop, both in terms of staff deployment and turnover administration. The operating risk lies with the Contractor.

Appendix 9 contains an overview of the Guidelines published by the Expo organisation; together with the names of Guidelines that are expected, which the Tenderer must anticipate for.

2.3 Lots

The Tender is not divided into lots because past experience has shown that during the relatively short term of this Contract, it is neither desirable nor practical to have multiple lots that fall within the responsibility of different Contractors. Entrusting full responsibility to a single Contractor delivers faster solutions to acute challenges. This approach also makes it easier to facilitate the process of interchangeability, for example for staff between different tasks.

2.4 Contract Term

The Client intends to enter into a Contract with a term expected to run from the beginning of June 2024 through up to 31 January 2026. The peak in the work will of course be in the 6 months that the Expo is open, from 13 April 2025 through to 13 October 2025.

2.5 Contract Scope

The Contracting Authority assumes a maximum total contract value of EUR 3 million excluding VAT. The budget made available is all-in and includes the total package mentioned in the section 'Description of the contract', see Section 2.2.

The contract value is an indication from which no rights can be derived. If the price tendered by you is higher than the maximum total contract value of €3 million excluding VAT, this means that your Tender will not be further assessed and that your Tender will be set aside. This Tendering Document was created using up-to-date knowledge and insights valid at the time of its formulation.

The Contracting Authority will not provide any information per cost item so that each Tenderer can distinguish itself in the Tender by making its own thorough assessment.

3. General requirements relating to the contract

This chapter sets out the requirements that the Contracting Authority imposes on the requested services and on the prices and rates.

By submitting a Tender, the Tenderer explicitly consents to all requirements specified in this Tendering Document and declares that they will continue to comply with these throughout the entirety of the Contract term. Moreover, you hereby confirm that you shall stand by all specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore eliminated from contention.

The Tenderer satisfies all the abovementioned requirements, principles and conditions as described in chapter 2., both for the Tender and the execution of the Contract following awarding.

Please note: the Contracting Authority must be able to determine objectively whether these requirements have been satisfied in the Tender of the Tenderer.

3.1 Requirements relating to Expo guidelines

- 3.1.1 The requirements and obligations of the Expo organisation must be met.
To clarify: the Expo guidelines are divided into controls and guidelines. Controls are requirements that must be met and Guidelines must be followed. The above requirements (controls) of the Expo guidelines are an integral part of the Programme of Requirements for this Contract. See appendices 9 t/m 12.

3.2 Requirements relating to prices/rates

- 3.2.1 The Contractor must have a local office in Japan, either as its own organisation or via contracted partners / suppliers that are described in the offer (in terms of organisation and role in the Contract), with all the necessary permits, experience and a suitable network to carry out the contract.
- 3.2.2 The maximum available budget for this Contract is 3 million euros **excluding VAT**.
- 3.2.3 By completing appendix 2 Pricing sheet, the Tenderer provides an overview of the total price to be maintained for this contract, excluding VAT.

- 3.2.4 The total price must be 'all-in'. This shall in any case include: all costs included in the budget such as salary costs, any hygiene, health checks, security training for personnel in accordance with the Expo guidelines, salary costs, overheads (e.g. accommodation and salary costs of support staff), the costs of using equipment for the purpose of the contract, insurance costs, any costs for e-invoicing, local travel and accommodation costs, visa, etc.
- 3.2.5 Via the proposal, the Tenderer clearly outlines the salary applied for each level of staff at the pavilion.
- 3.2.6 The offer must provide the Client with insight into the following cost items:
- Preparation costs;
 - Management costs (project management) including fees and *per diems*;
 - Deployment of staff;
 - Kitchen staff;
 - Visitor registration and accreditation;
 - Event management;
 - Deployment of service for the Event Zone/VIP and the bar;
 - Hosts to accompany guests in the Event Zone/VIP, bar and experience;
 - Use of hosts / hostesses at events;
 - Purchase (lease/use) and installation of kitchen equipment in the kitchen and the bar;
 - IT (hardware & software) for staff (working in the office of the pavilion); Office furniture is provided by the Client;
 - Clothes/uniforms for pavilion staff;
 - Transport, storage & logistics before, during and after completion of the Expo;
 - Insurances;
 - Accommodation and visa for staff;
 - Travel expenses;
 - Administration;
 - Internet subscription (connection has already been provided);
 - Handling and securing Expo requirements, documentation and labelling;
 - Financial and other administration;
 - Support Pavilion Director;
 - Dismantling;
 - Providing audiovisual assistance/support and assisting insourced parties responsible for video recording at events.
- 3.2.7 The rates must be expressed in euro.
- 3.2.8 Tenderer shall not quote any 0-prices/rates or negative prices/rates, even on parts. The total price and the accompanying rates may not be indexed and are fixed for the entire term.
- 3.2.9 The total amount of your offer is a fixed contract price.
- 3.2.10 The costs of the meal package for the staff present on behalf of the Contractor are part of the quotation price.
- 3.2.11 The costs of the meals for the staff present on behalf of the Client (5 people) are part of the quotation price.

3.3 Tax-related requirements

- 3.3.1 The Tenderer indemnifies the Contracting Authority against any claims from a tax authority.
- 3.3.2 The Tenderer shall quote the prices as follows:
- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the VAT amount in the Netherlands and any VAT due outside the EU and;
 - the amount including Dutch VAT/including turnover tax due outside the EU.
- 3.3.3 If Tenderer indicates that no VAT needs to be charged, you agree to provide the Contracting Authority with evidence of the reason for this within fifteen calendar days of its request to do so.
- 3.3.4 You are liable for any extra costs for Dutch and/or foreign VAT due in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. At all times, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax legislation considers the work to have been performed in the Netherlands, then the Contracting Authority itself is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

- 3.3.5 You guarantee that all tendered prices are inclusive of all dues, taxes (incl. sums equivalent to dues or taxes), charged under whatever name and wherever in the world.
- 3.3.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.3.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on part of/an amount for your service outside the EU as substantiated by yourself. This evidence should be provided within 30 days. You must supply said evidence in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.4 Invoicing requirements

- 3.4.1 The following payment table applies:
- Following signing of the Contract: 15% of the contract price
 - 1 October 2024: 20% of the contract price
 - 1 May 2025: 25% of the contract price
 - 1 September 2025: 25% of the contract price
 - After completion of the contract - 31 January 2026: 15% of the contract price
- The payment schedule will also be laid down in the Contract, so that it fits in with the planning and quotation of the Contractor.
- 3.4.2 You must include a summary of the actual hours/days worked in accordance with the agreed rates.
- 3.4.3 Invoices must be submitted in electronic form. This can be done in three different ways.

The applicable general terms and conditions include a provision concerning electronic invoicing. This can be done in three different ways:

- The Government of the Netherlands Invoice Portal
- Electronic invoicing from your (accounting) software package via Peppol;
- Electronic invoicing via a service provider

3.5 Requirements relating to sustainability

- 3.5.1 The circular sustainable approach taken by the Netherlands in its participation must be adhered to. The central themes (Energy transition & Circular Economy, agrifood & horticulture, Life Sciences and Health including sport, High Tech & digitalisation and culture and in particular the connection between them) play an important role.
- 3.5.2 In the choice of staff clothing, products offered in the pavilion shop and the concept of the hospitality approach: in the menus, drinks and, for example, crockery, this approach with the above topics should be echoed.
- 3.5.3 For sustainability and circularity, at the end of the Expo, materials (eating utensils, crockery, equipment, shop articles) must be reused.
- 3.5.4 With regard to the separation of waste, the objective must be the recyclability of materials used.
- 3.5.5 Furthermore, the following must be used: (i) environmentally friendly products, (ii) sustainable shop articles, healthy food and drink with a fair and sustainable production process, (iii) waste minimisation and (iv) cooperation with partners with a clear focus on sustainability and circularity.

3.6 Requirements relating to permits and regulations

- 3.6.1 In order to carry out this contract, the Tenderer must be in possession of the necessary (work, environment, sales) permits and licences in Japan.
- 3.6.2 The International Social Conditions help to eliminate social injustices in the procurement chain, such as child labour, starvation wages, and inhuman working conditions. The Contractor shall endeavour to comply with the International Social Conditions to the best of its ability.

3.7 Reporting requirements

- 3.7.1 The Contractor must report in writing on a monthly basis on the activities carried out, and the activities to be carried out for the coming month, including an analysis of the risks and associated control measures.

3.8 Requirements relating to the recruitment, selection, training and management of personnel and the organisation and implementation of facility management and hospitality at the pavilion:

- 3.8.1 Requirements relating to the recruitment of staff:

The Contractor is responsible for the recruitment, selection and management of the staff. In the proposal, the Contractor will clarify which jobs (positions) are required, will provide a job description and will explain how the staff are selected and recruited, including total numbers and numbers per shift. The following requirements apply:

1. At least Japanese and English speaking (At least level B2 for English and at least level JLPT N2 for Japanese)*
2. International focus; i.e. knowledge of Japanese culture and Dutch culture*
3. Knowledge of the Netherlands and the themes:
 - Agrifood & horticulture
 - Energy transition & circular economy
 - Culture and digitalisation
 - Life Sciences & Health including sport
 - Culture
4. Guest oriented; i.e. attention for visitors at reception and supervision in the pavilion;*
5. At least one person must be present at the pavilion at all times, who is in possession of a First Aid certificate (or equivalent);
6. For staff employed in the bar, the guidelines of SVH Social Hygiene and HACCP (or equivalent) must be complied with.
7. Security screening of all staff (for example VOG, Certificate of Conduct or equivalent).
8. At all times, at least five staff must be present at the pavilion who speak Japanese; of whom at least one host, one security officer and one hospitality staff member.

* These requirements do not apply to exclusively facility positions such as housekeeping, logistics, waste management, maintenance, which are therefore not covered by the heading 'hospitality' (contact with visitors).

Volunteers or students may be recruited as personnel provided that they are used as a supplement. A student and/or volunteer is not a complete replacement of a professional (permanent employee), in any field of work. If a collaborative venture is entered into between RVO and a Dutch university or university of applied sciences, with the aim of employing students of Japanese language in the hospitality aspects, the Contractor must assist in ensuring that these students are provided with living space and are deployed as hospitality staff. During the entire Expo period, a maximum of 5 students are expected to be present at all times.

- 3.8.2 Requirements relating to social return

For the implementation of the services, the Contractor will operate a minimum standard of 3% social return on the total salary amount.

Following signing of the contract, in the form of an action plan, the Contractor must indicate how it will fulfil this requirement.

Fulfilment of this requirement must relate to the contract. The appointment of staff from the target group for social return may not be at the expense of permanent catering staff or staff with a temporary contract (displacement effect).

Social return includes the target groups specified below:

- a) Persons who have been unemployed for longer than 12 months, who are aged 50 years or above, and/or who are unable to independently find work, without reintegration support or some other form of supervision or who are at a great distance from the labour market.
- b) learning/working placements for job seekers not entitled to a benefit; or early school-leavers and young people with inadequate qualifications.

During the regular consultation cycle, the Contractor must report on the basis of a quarterly management report in accordance with the following points:

- Total number of social return staff deployed;
- Period of deployment of social return staff;
- At which location(s), for how many hours and for which tasks the staff are deployed;
- Indication of the target group of staff deployed (long-term unemployed, school leavers, young people without qualifications);

3.8.3 Appointment of Operations Manager (also Deputy Pavilion Director)

The recruitment, selection and appointment of the Deputy Pavilion Director (an experienced Operations Manager with knowledge of the Japanese language, culture and market) is an important task. This requirement is described below and in chapter 2.

3.8.4 Requirements relating to the selection of the staff:

1. In the proposal, the Tenderer will provide an insight and during the execution of the contract, the Contractor will provide an insight for the Client of the hourly wages and other (secondary) employment conditions employed, such as working conditions, transport and (if necessary) accommodation.
2. The Contractor will strive to achieve the highest possible quality of recruited staff. This is reflected in the (market-conforming) hourly wages offered, the training and the experience of local staff.
3. Definitive appointment following preselection by the Contractor in consultation with the Client, via profiles and/or CV.
4. The Contractor is responsible for (any) visa and insurance for the appointed (local) staff.

3.8.5 Requirements relating to staff training:

1. If members of staff require additional training, for example on the theme 'A Common Ground' or the Netherlands in general, this must be provided by the Contractor prior to the Expo.
2. If Expo guidelines require specific training, this must be facilitated by the Contractor.

3.8.6 Requirements relating to management:

1. In its proposal, the Contractor will clarify how staff are organised in terms of staff deployment (in total numbers and numbers per shift) for the implementation of the Contract. The Contractor should make this estimate on the basis of the information provided in the Tendering Document and the appendices.
2. An experienced Operations Manager as deputy Pavilion Director is essential. This means: (i) an experienced Operations Manager with at least 5 years' experience in managing facility and hospitality teams; (ii) in an intercultural setting with a central focus on Dutch values; and (iii) who also understands Dutch values and culture of the Dutch participation at the Expo. (iv) The Operations Manager must also have a knowledge of the Japanese language (at least JLPT 1 level), English language (at least level English B2), Japanese culture and the market. A profile and CV of the intended Operations Manager must be part of the Tender.
3. In its proposal, the Tenderer will clarify how staff are organised in terms of staff deployment (in total numbers and numbers per shift) for implementation of the Contract. The Tenderer should make this estimate on the basis of the information provided in the Tendering Document and the appendices. The Tenderer is also responsible for staff training, for example in respect of the escape routes, visitor flows, etc.). Escape routes will be specified in consultation with the architect.

3.9 Requirements relating to the management of the Event Zone/VIP

- 3.9.1 The Contractor should coordinate with all stakeholders involved to determine the layout and design of the space for the event in question.
- 3.9.2 All surplus materials must be stored by the Contractor in a separate storage area.
- 3.9.3 The storage area will be cleaned, maintained and locked/secured by the Contractor, when materials are stored in this area.

3.10 Requirements relating to the organisation and operation of the shop

- 3.10.1 The shop articles must have been purchased/designed and presented in line with the sustainability theme, the storyline (appendix 6) and the Dutch identity. This will be done in consultation with the Client.
- 3.10.2 Following consultation with and approval of the Client, the Contractor can also collaborate with possible partners/sponsors who provide sponsoring 'in kind'. The revenue from in-kind sponsoring (for example decoration, clothing, products in catering or shop) obtained by the Contractor shall accrue to the Contractor. Expected cost savings as a consequence of sponsoring in-kind may not be included as an estimate in the budget in the Tender and can therefore not be deducted because at the moment of Tender, no approval can yet be issued by the Client.

3.11 Requirements relating to visitor registration and accreditation

- 3.11.1 In order to simplify the access registration of our general & business visitors and staff to the pavilion, the Contractor should use the IT systems (or other processes) of the Expo organisation. These systems (or other processes) will be deployed for visitor registration and/or accreditation and must be maintained by the Contractor.

3.12 Requirements relating to the design and operation of the bar

- 3.12.1 In the design and operation of the bar, the Contractor must comply with the HACCP guidelines and local regulations.

3.13 Requirements relating to clothing

- 3.13.1 In order to achieve a uniform appearance, the Contractor will present a definitive clothing design for all staff members including Facility Management, to the Client within 4 months following the awarding of the contract. The Client must issue approval for the proposed clothing design.
- 3.13.2 This design must be in line with the communication concept/narrative 'Common Ground' and appropriate to the concept of the visitor experience of the consortium responsible for the design/build. See the storyline for the concept, appendix 6.
- 3.13.3 The cleaning and maintenance of the clothing will be carried out by the Contractor.

3.14 Requirements relating to commercial activities

- 3.14.1 The range of products used by the Contractor during the World Expo, the shop items and the associated prices will be determined in consultation with and after approval of the Client.
- 3.14.2 The visitors and users shall settle directly with the Contractor.
- 3.14.3 The prices charged are in line with the market and competitive with the prices charged in the immediate vicinity of Osaka in general, and at the Expo Osaka 2025 in particular.
- 3.14.4 The Contractor must pay royalties on the turnover, excluding VAT and other taxes, to the Osaka Expo organisation in accordance with the requirements and instructions laid down in the GL 9-2-1 Guidelines for Commercial Activities by the Official Participants, (see appendix 11), Section 3.2.1 (page 8). The following rates apply:
 - a. Shopping articles and souvenirs: 10%
 - b. Food & Beverage articles: 8%The Contractor may choose to pay these royalties by monthly invoice to the Expo organisation or via an internal DDS payment system (see further explanation in the Commercial Guideline).
- 3.14.5 The Contractor shall owe the Client a fee of 12.5% of the turnover achieved, excluding VAT and other taxes.
- 3.14.6 The Contractor shall provide the Client with weekly insight into the realised turnover figures excluding VAT and other taxes by means of so-called 'turnover statements'.
- 3.14.7 The sales system (cash register, POS, etc.) and the administrative handling (royalties to the Expo, dismantling following closure, management of the bank account, cash flows, etc.) are the responsibility of the Contractor.
- 3.14.8 The Client is entitled to make arrangements with preferred suppliers for the supply of soft drinks, beer, coffee, water, souvenirs and any special food products up to 12 weeks before the start of the World Exhibition. These parties may offer their service / product (partially)

in the form of sponsoring. The agreements made and to be made with preferred suppliers about prices, quality and other delivery conditions may not be worse than those of the Contractor's suppliers. The Client shall consult with the Contractor about this prior to entering into the Contract with the preferred supplier.

- 3.14.9 Within one month after the end of the Osaka Expo 2025, the Contractor will submit a final financial report to the Client that has been approved by a certified accountant.
- 3.14.10 The Client is entitled, at its own expense, to have the turnover realised during the Osaka Expo 2025 and the financial administration carried out for the project organisation audited by a certified accountant to be appointed by the Client.
- 3.14.11 Payment in cash is not possible at any location at the Expo, including the pavilion.

3.15 Requirements relating to the installation, use and de-installation of the kitchen

- 3.15.1 The kitchen is designed as a shell space. In the next phase, this shell space will be elaborated structurally and with regard to the systems installed in it on the basis of the requirements of the Client and the Contractor. The construction and connection facilities will be installed by the construction company; all equipment will be supplied by the Contractor. The fitting-out work, testing and disassembly will be coordinated by the construction company.
- 3.15.2 In the kitchen, work must be carried out without gas.
- 3.15.3 The kitchen must also satisfy the Expo requirements both in terms of layout and preparation and selection of meals. See also the Expo requirements in the Food & Beverage Guideline.
- 3.15.4 Here, too, the requirements on sustainability must be taken into account in the selection and use of equipment.
- 3.15.5 The installation of equipment in the kitchen is in accordance with the classification as outlined in appendix 8.

3.16 Requirements relating to the organisation and execution of the catering

- 3.16.1 In the proposal for the product range, a creative but coherent mix of Japanese and Dutch food and drinks must be used.
- 3.16.2 In the bar and kitchen, sustainable, recyclable disposable crockery or earthenware crockery must be used.
- 3.16.3 The use of single-use plastics should be avoided as much as possible, both in food and beverages.
- 3.16.4 Catering must be available during the full opening hours of the Expo (10.00 - 22.00 or at other times mentioned in the guidelines). In consultation with the Client, catering is also available during special events that take place after regular opening hours.
- 3.16.5 The requirements in Japan must be complied with, see the Food & Beverage Guideline, Appendix 10.
- 3.16.6 The Contractor is responsible for the procurement, preparation and operation of F&B consumables (thereby adopting local customs, requirements and Expo rules).
- 3.16.7 The Contractor is responsible for organising and operating the bar, kitchen and Event Zone/VIP.
- 3.16.8 The Contractor shall provide personnel catering on a daily basis: Twice a day (lunch and dinner) a varied and nutritious meal of sufficient size and quality is provided for the staff and 5 persons from the Client.

4. Requirements relating to the Tenderer

4.1 Introduction

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

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

The 'European Single Procurement Document (ESPD)' is a PDF file that has been partially completed for you. You must complete the rest. You must sign the document and submit it together with your Tender via TenderNed.

4.2 Grounds for Exclusion

Appendix 1 'European Single Procurement Document (ESPD)' contains the following grounds for exclusion:

- All Exclusion Criteria specified in Part III A and B
- The Exclusion Criteria in Part III C that have been selected by the Contracting Authority by means of the tick boxes.

You must electronically complete and print out the 'European Single Procurement Document (ESPD)' included in the Appendix and then duly sign it with a legally binding signature (cf. section 7.3.16).

See Section 7 for information on how to submit a Tender in collaboration with other organisations, which specifies who must provide a completed and signed ESPD during the process of submitting a Tender.

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

These are:

- Extract from the trade register (no older than 6 months calculated from the moment of submission of the Tender);
- A statement from the Tax and Customs Administration (no older than six months from the moment of submission of the Tender);
- A certificate of conduct for procurement (GVA) (no older than two years counting from the moment of submission of the Tender).

Please note: The process of applying for a GVA (certificate of conduct for procurement) can take several weeks. Please apply for this document well ahead of time if you do not possess a valid one.

4.3 Eligibility Requirements

The purpose of establishing Eligibility Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Contracting Authority.

By signing the Appendix 'European Single Procurement Document – Part IV (ESPD)' (the 'European Single Procurement Document uses the term 'Selection Criteria' here to refer to the Eligibility Requirements), the Tenderer declares that they comply with the Eligibility Requirements as specified in this subsection of the Tendering Document. These Eligibility Requirements are further specified in the subsequent sections in this chapter.

4.3.1 *Financial and economic capacity*

By signing the 'European Single Procurement Document (ESPD)', the Tenderer certifies that:

- a. They possess sufficient financial and economic capacity to fulfil the obligations stemming from the Contract.
- b. Their consolidated turnover or total annual turnover in the last (closed) financial year was €4.5 million excluding VAT.
The reason why a turnover requirement is requested is due to the fact that the contract must be implemented in a challenging market, with additionally challenging circumstances due to the rush and pressure that will occur as the Expo approaches. This requires a mature business.
- c. The Tenderer is unaware of any possible claims against them that may compromise their organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- d. The most recent auditor's report (or review or compilation, as the case may be) does not contain any so-called 'continuity section' casting doubt on the viability of the organisation.
- e. The main tenderer must have taken out adequate insurance for risks relating to joint and several liability to third parties and employer's liability. Adequate means an insurance of at least €3,000,000 per event and €5,000,000 per year. In the case of tendering by a group of economic operators, this requirement applies to the group of organisations that submit a tender together as a whole.

Evidence (do not submit together with the Tender; only submit it when requested to do so):

- a. Relevant bank certificates or proof of professional risk indemnity insurance.
- b. Annual accounts or excerpts from the annual accounts in the event that the law in the country in which the business is established requires publication of annual accounts.
- c. A statement concerning the total revenue and the revenue for the business operations relevant to the public contract in question, applicable to at most the last three available financial years, depending on the formation date or the date on which the business commenced its professional activities, to the extent that such revenue figures are available.

If, in relation to their financial and economic capacity, data from the 'parent company/holding' are used, the Tenderer must submit a statement from the 'parent company/holding' certifying that the 'parent company/holding' stands surety, unconditionally, for all obligations undertaken by the subsidiary company, and any debts that should arise from the Contract. The parent company/holding's statement must be signed by an authorised representative.

4.3.2 **Reference details (technical competence)**

The Contracting Authority has established the following core competences, which demonstrate experience with essential aspects of the Contract:

- Experience with Facility Management and Hospitality at large-scale, multi-day events with an international audience and field of participants (comparable to a World Expo like this, being a multiday event with an international character, with at least 100,000 visitors in total).
- Experience in receiving (and serving/caring for) high level delegations, consisting of dignitaries from international politics and economics.
- Experience with the reception and supervision of visitors (crowd management) at public events. A public event comprises at least 100 personen.
- Demonstrable experience of the local culture in Japan and the customs in facilitating events in Japan, both for the reception of visitors (language and customs) and the provision of hospitality (Japanese cuisine, drinks, etc.).

All references relating to the above core competences must (i) contain a description of the reference contract including the name of the client; (ii) the duration and dates of the contract; (iii) implementation location; and (iv) a description of the precise services provided.

By signing the 'European Single Procurement Document (ESPD)', the Tenderer declares having fulfilled at least one reference contract for each core competence as listed above, which complies with the following minimum requirements:

- The subject of the reference contract must be comparable with the related core competence. The reference contract must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses a contract that is not yet (fully)

complete, then only the completed results of the ongoing Contract can be submitted for reference purposes: projected results cannot be taken into consideration.

Reference contracts including one or more subcontractors can only be used in the event that the subcontractor(s) in question will be involved in the fulfilment of the Contract and in the event that the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the Contract.

Evidence (**do not submit together with the Tender**. Only submit it when requested to do so)

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences. The reference(s) must be signed both by the referring party (the Client in question).

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

4.3.3 **Quality control (technical competence)**

By signing the 'European Single Procurement Document (ESPD)', the Tenderer certifies that: That they have a quality-control system that is at least equivalent to a certified quality control system. By 'equivalent', we mean the following:

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

Or:

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

If there is collaborative venture/partnership between businesses, see chapter 7 'Submission of Tender in collaboration with other organisations'.

Evidence (do not submit together with the Tender; only submit it when requested to do so):

Compliance with these quality-control requirements can be demonstrated by means of:
A description of the quality-control system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-control system. The subsection 'Quality Control' explains what is meant by the term 'equivalent'. Your description must address all of the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

Provision of the latest audit report or a copy of a certificate or certificates for the quality-control system that was/were drawn up by a certification institution recognised within the national or

international accreditation structure, such as the European standards series EN 45000.

In the event that the Tender involves a group of economic operators, then every member of this group, for their part, must provide the quality assurance evidence requested for the purposes of the tender procedure.

4.3.4 **Environmental protection (technical qualifications)**

By signing the 'European Single Procurement Document (ESPD)', the Tenderer certifies that:

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

Or:

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

If there is collaborative venture/partnership between businesses, see chapter 7 'Submission of Tender in collaboration with other organisations'.

Evidence (do not submit together with the Tender; only submit it when requested to do so):

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

- A description of the environmental management system showing that it is at least equivalent to a certified environmental management system. The subsection entitled 'Environmental Protection' explains what is meant by the term 'equivalent'. Your description must address all of the points specified in the 'Environmental Protection' subsection and demonstrate the system's equivalence or more.

Or:

- Provision of a copy of a valid certificate as referred to in the EMAS Directive, such as the ISO 14001 certificate in the Netherlands.

In the event that the Tender involves a group of economic operators, then every member of this group, for their part, must provide the environmental protection evidence requested for the purposes of the Tender.

4.4 **Professional/trade register excerpt**

The Contracting Authority expects the Tenderer to be authorised to practise their trade. For this reason, the Contracting Authority reserves the right to ask the selected Tenderer to demonstrate that they are registered in the professional register or in the trade register referred to in art 2.98.1 of the Dutch Public Procurement Act (Aanbestedingswet, Aw). The documents signed in the Tender must be signed by an authorised representative. For this reason, the Contracting Authority can

also ask the Tenderer that is awarded the Contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit it when requested to do so):

In order to establish the legal validity of the signed (Tenderer's) statements and evidence, it is vital that a recent and up-to-date (**max. six months old** from the time of Tender submission) excerpt or excerpts from the professional register or trade register is/are provided. The excerpt must show the legal validity of the signatory.

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

If the Tenderer is a partnership (combination), each participant in the partnership must submit the evidence specified above individually.

5. Wishes and assessment

5.1 Introduction

This section contains the wishes. Wishes constitute award criteria based on which the Tenders are assessed.

Your response to the wishes must be included in the Tender in TenderNed. In this response, you must take into account the requirements established in Section 3.

A total of 120 points are available, of which 20 for the price and 100 for answers to the wishes/questions.

5.2 Wishes relating to quality

5.2.1 Wishes relating to the quality of the service and execution of the contract

Wish quality assurance according to the general Action Plan

- (i) According to an Action Plan, the Tenderer is asked to indicate how the service will be organised; and how the quality of the service will be safeguarded and measured. The Action Plan must consider the approach to the management of the Event Zone/VIP and other facility and hospitality services that form part of the contract (housekeeping, security, etc.).
- (ii) The Action Plan also shows how the Contractor will safeguard the continuity and guarantees this quality of service. The Contractor describes how (in the form of management measures) changing circumstances and unforeseen situations will be dealt with in the implementation, such as the changing needs for capacity and service during the world exhibition days, while at the same time high quality requirements must be maintained.
- (iii) Your Tender shows how your organisation ensures that the contract will be executed in a timely and adequate fashion.

Max. 20 points attainable	Assessment aspects
7	The way in which and the extent to which the Tenderer safeguards the service and the continuity and the quality of the service. Assessment for completeness, realism and feasibility.
7	The way in which the Tenderer ensures that the requested services (referred to in section 2.2 Scope of the Contract) are fully operational by 13 April 2025 (including description of the schedule, the steps to be taken and the resources to be deployed). Assessment of the degree of feasibility, completeness and the extent to which the Tenderer demonstrates its capability of executing the contract in a timely and adequate fashion.
6	The extent to which management measures demonstrate the flexibility and problem-solving capacity and result in the continuity of high-quality service. The management measures will also be assessed for feasibility, specificity and appropriateness to the context of the Contract.

5.2.2 Wishes relating to staff policy

Wishes relating to staff policy according to an Action Plan

One essential criterion for the Client in awarding the Tender is the approach to staffing policy.

- (i) In the Tender, the Contractor describes the approach to staffing policy, taking account of the description of the Contract and the requirements imposed on this subject.
- (ii) This approach clearly demonstrates how the recruitment, selection, appointment and management are organised.

- (a) This includes appointing the various job (positions) and
- (b) the related organisation (visa, insurance, transport, accommodation, meals);
- (c) The Contractor shows how the quality of recruited staff (language skills, training, experience, education) is guaranteed.
- (d) How the Client is consulted and how cooperation with the Client is organised on these aspects.

Max. 15 points attainable	Assessment aspects
5	The quality of the staff policy is assessed according to the degree of specificity, safety and flexibility according to which the jobs are filled and the way in which the organisation and cooperation with the Client are arranged (including governance and reporting).
5	The quality of the recruitment, selection, appointment and management and the way in which staff quality is guaranteed. This is assessed according to the extent to which your description is specific and realistic, and the extent to which it is appropriate to the context of this world expo.
5	The quality of the accommodation with facilities in and around the accommodations and transport time to the Expo.

5.2.3. Wishes relating to project team and the organisation

The starting point in the cooperation between the project organisation and the Contractor is the so-called Partnership of mutual trust and teamwork. The Client expects the Contractor to carry out this contact in good cooperation with the Client. The Client expects the Contractor to adopt a positive and proactive attitude, approach and input in order to optimally achieve the objective (see subsection 1.2 of this Tendering Document). The objectives of the Dutch participation must also be objectives of the Contractor.

In its Tender, the Tenderer must specify the following in respect of the project team to be deployed:

- (i) How the Tenderer guarantees the quality and experience of the project team (including the Operations Manager) of the Tenderer and how the project team is deployed prior to and during the Expo. We require a proposal from the Tenderer regarding the structuring of the project organisation with at least an organisation chart, with the appropriate job descriptions, the deployment per role linked to the tasks and responsibilities;
- (ii) Partnering: In the Tender, the Tenderer describes how it intends to fulfil the partnership with the Client's project organisation.

Max. 15 points attainable	Assessment aspects
8	The degree of quality and experience of the project team (including profile and CV of Operations Manager) to be deployed prior to and during the Expo. This will be assessed for specificity and completeness and the extent to which the proposal is appropriate to the implementation of the Contract.
7	The extent to which the fulfilment of partnership with the project organisation of the Client is both specific and realistic, and contributes to optimum operation of the pavilion, taking account of the objectives of the Dutch participation.

5.2.4 Wishes relating to sustainability and corporate social responsibility

Sustainability and corporate social responsibility play a central role within the Dutch participation at the Expo. In the Tender, the Tenderer must demonstrate how the sustainable approach is employed as a common thread in its implementation, for example in the choices made in respect of (among others) staff recruitment, transport, use of (cleaning) articles, design of shop articles, clothing design, F&B range and equipment, etc.

Max. 10 points attainable	Assessment aspects
10	The extent to which sustainability and corporate social responsibility are employed in the approach to the underlying Contract. This will also be assessed for feasibility in relation to the contract and specificity.

5.2.5 Wishes relating to the proposed concept for the Bar and the Event Zone/VIP

For the hospitality approach for the pavilion, Tenderers need to submit a comprehensive (creative) concept for the bar and the Event Zone/VIP in the pavilion.

- (i) Tenderers are requested to make a proposal for the interpretation of the provision and decoration of the bar and the Event Zone/VIP, in line with the visitor flows and the concept of and idea underlying the pavilion. In addition, the execution of the bar and Event Zone/VIP (in terms of offering, appearance and service) is requested to be in line with the open, hospitable approach that has been deployed with the pavilion design.
- (ii) A number of different menu cards must be provided, one for a standard event and one or more for a more exclusive event (for example with a dignitary).
- (iii) Finally, the Tenderer will be asked to provide an explanation covering the following aspects: approach to acquisition, contact, registration, reception, service and after sales for business target groups wishing to hire the Dutch Event Zone/VIP.

Max. 10 points attainable	Assessment aspects
5	The extent to which the provision and decoration of the bar proposed by you is creative and all encompassing, and to what extent it is appropriate to the pavilion design.
5	The extent to which the provision and decoration of the Event Zone/VIP proposed by you is creative and all encompassing, and to what extent it is appropriate to the pavilion design.

5.2.6 Wishes relating to the shop range

The Tenderer is requested to submit a proposal for the range of souvenirs to be offered in the shop.

Max. 10 points attainable	Assessment aspects
5	The extent to which the proposal relating to the shop range is appropriate and suitable.
5	The composition of the souvenirs and shop articles will be assessed for the degree of sustainability and circularity, to what extent the Dutch signature is reflected and the extent of appropriateness to the Japanese target group.

5.2.7 Wishes relating to composition, appearance and clothing of personnel

Tenderers are required to submit a proposal of what the composition, training, guidance and clothing of the staff (i.e. hosts and hostesses) will look like, which will positively influence the visitor experience (both business and day visitors). When composing the team it is requested to look for a dynamic and balanced composition in age, culture and gender. The design of the clothing for the staff is expected to stay within the concept 'A Common Ground' (see appendix 6), and should comply with the local norms and values appropriate to Japanese culture concerning clothing.

Max. 10 points attainable	Assessment aspects
5	The degree of appropriateness and suitability of the composition, look and clothing of the staff.
5	The quality and extent of specificity of the elaboration in the proposal on training and guidance of the staff.

5.2.8 Wishes relating to the budget

The Tenderer must submit a budget in which at least the following elements appear:

- (i) prices linked to deliverables/results;
- (ii) daily rates excluding VAT for the jobs/functions to be deployed;
- (iii) costs for the rental of installations and use of the necessary kitchen equipment and the costs of the meal arrangement for the staff present on behalf of the Contractor and;
- (iv) the total price excluding VAT. The total price excluding VAT in your budget must match the total price excluding VAT you completed and submitted in appendix 2.
- (v) The summary referred to in 3.2.6:
 - Preparation costs;
 - Management costs (project management) including fees and per diems;
 - Deployment of staff;
 - Kitchen staff;
 - Visitor registration and accreditation;
 - Event management;
 - Deployment of service for the Event Zone/VIP and the bar;
 - Hosts to accompany guests in the Event Zone/VIP, bar and experience;
 - Use of hosts / hostesses at events;
 - Purchase (lease/use) and installation of kitchen equipment in the kitchen and the bar;
 - IT (hardware & software) for staff (working in the office of the pavilion); office furniture is provided by the Client;
 - Clothes/uniforms for pavilion staff;
 - Transport, storage & logistics before, during and after completion;
 - Insurances;
 - Accommodation and visa for staff;
 - Travel expenses;
 - Administration;
 - Internet subscription (connection has already been provided);
 - Handling and securing Expo requirements, documentation and labelling;
 - Financial and other administration;
 - Support Pavilion Director;
 - Dismantling;
 - Providing audiovisual assistance/support and assisting insourced parties responsible for video recording at Events.

Max. 10 points attainable	Assessment aspects
10	The budget will be assessed according to the extent to which it is appropriate and realistic in the context and given the character of the underlying contract and to what extent the budget is transparent and detailed.

5.2.9 Wishes relating to prices/rates excluding VAT

The Tenderer must submit a total price excluding VAT for the offered services. You must complete appendix 2, which will be an integral part of your Tender.

Max. 20 points attainable	Assessment aspects
20	The price component is assessed for the total price excluding VAT for the implementation of the services. The total price you submit will be assessed according to the method appearing in section 5.3.2.

5.3 Assessment method for qualitative wishes

5.3.1 Assessment of qualitative wishes

We have specified the assessment aspects and their relative weight for each of the wishes.

The assessment team will work in accordance with the following scale.

Quality of response	Percentage of maximum points available for each wish
Excellent, with added value	100%
Very good, with some added value	90%
Good	80%
More than adequate	70%
Adequate	60%
Reasonable	50%
Moderate, not entirely adequate	40%
Inadequate	30%
Poor, insufficient	20%
Very poor, entirely insufficient	10%
No response	0%

5.3.2 Assessment of wishes in relation to prices/rates

The awarding of points for the criterion total price will take place on the basis of the amount of the total price in euro excluding VAT. The total number of points will be awarded according to a graduated assessment in steps of 40,000 euro.

Higher than	Up to and including	Points
€0	€2,200,000	20
€2,200,000	€2,240,000	19
€2,240,000	€2,280,000	18
€2,280,000	€2,320,000	17
€2,320,000	€2,360,000	16
€2,360,000	€2,400,000	15

€2,400,000	€2,440,000	14
€2,440,000	€2,480,000	13
€2,480,000	€2,520,000	12
€2,520,000	€2,560,000	11
€2,560,000	€2,600,000	10
€2,600,000	€2,640,000	9
€2,640,000	€2,680,000	8
€2,680,000	€2,720,000	7
€2,720,000	€2,760,000	6
€2,760,000	€2,800,000	5
€2,800,000	€2,840,000	4
€2,840,000	€2,880,000	3
€2,880,000	€2,920,000	2
€2,920,000	€2,960,000	1
€2,960,000	€3,000,000	0
€3,000,000		excluded

6. Assessment of Tenders

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed in relation to the following procedural matters:

1. Completeness in terms of the required documents (cf. the checklist in the section 'Structure and content of the Tender' in chapter 7).
2. The information is correct and comprehensive, and no adjustments have been made to the documents provided by the Contracting Authority.
3. No provisos have been attached by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply).
4. The 'Uniform European Tendering Document' has been completed in full and legally signed.

In the event that the aforementioned requirements are not met, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification of this situation is permitted (within the boundaries of public-procurement legislation).

6.2 Assessment of contract requirements

Subsequently, it will be assessed whether the Tender complies with the contract requirements (chapter 3). Any Tenders that do not comply with the contract requirements will be excluded from further participation in the tendering process.

6.3 Assessment of wishes relating to the contract

Any Tenders not excluded from the tendering process will subsequently be assessed according to the chapter 5 'Wishes and assessment'.

Tenders will be assessed by an assessment committee. The assessment committee will consist of at least 3 adequately equipped and expert assessors. Every Tender will first be assessed by each assessor individually, on the basis of the assessment criteria contained in the Tendering document. In a plenary session, the assessment committee will then arrive at a final decision in consensus, for each wish.

6.4 Determination of definitive total score

The Contract will be awarded based on the Most Economically Advantageous Tender principle. The Economically most advantageous Tender is the Tender with the highest definitive total score.

The Tenderer's definitive total score will be rounded to one decimal place. Scores will not be rounded off until the moment at which the definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Contracting Authority having to award the Contract to more parties than is desired, then the Contracting Authority will award the Contract to the Tenderer with the highest definite score for the subcriterion 'Wishes relating to the quality of the service and execution of the Contract' (see subsection 5.2.1). If the highest scoring Tenderers also achieve the same score for this subcontracting criterion, the winning Tenderer will be determined by lot.

6.5 Assessment of evidence

When they legally sign the 'European Single Procurement Document (ESPD)' and submit the Tender, the Tenderer is not yet required to provide any evidence unless expressly asked to do so in this Tendering Document.

By signing the 'European Single Procurement Document (ESPD)' and submitting their Tender, the Tenderer agrees that at a later date, the Contracting Authority is entitled to request that the successful Tenderer provides the required evidence.

Upon awarding the Contract, the Contracting Authority will only request evidence from the winning Tenderer. The Contracting 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 does indeed comply with their statements in both the 'European Single Procurement Document (ESPD)' and the Tender. Following the Contracting Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. The Contracting Authority shall not proceed to definitive

contract award until after agreeing to the content and validity of the requested evidence as submitted by the Tenderer; up to that moment, the Tenderer can still be excluded from the procedure. In such cases, the Contracting Authority will inform every Tenderer of this situation. The Contracting Authority will then determine the next Most Economically Advantageous Tender. The scores of the eliminated Tenderer will be put aside from the assessment. The formula calculations will then be repeated and a new ranking determined. The contract award process will then be conducted once again.

In the event a certain 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 Declaration of Consent

By submitting a Tender, including the 'European Single Procurement Document (ESPD)', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tendering Document and declares that they will continue to comply therewith throughout the entirety of the Contract period. Moreover, you hereby confirm that you shall stand by all specified prices and rates.

7.2 Timetable

See schedule in Subsection 1.3.

7.3 General procedure considerations

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

7.3.1 Communication

All communication relating to this tendering 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 tendering process via 'My Tenders'. Any questions concerning the tendering process can be sent to the Contracting 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, then you can contact the following contact persons:

Andjanie.ramadhin@rvo.nl and Liesbeth.pepping1@rvo.nl with cc. to expo2025-osaka@rvo.nl

It is not permitted to directly address any contacts other than those specified above with regard to this tendering procedure.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 on 0800-8363376 or servicedesk@tenderned.nl. The manual can be consulted via <https://www.tenderned.nl/cms/voor-ondernemingen>.

7.3.2 eHerkenning (eRecognition)

All TenderNed users affiliated with a Dutch company registered with the Chamber of Commerce are obliged to log in and register using the eHerkenning (eRecognition) system. Cf. <https://www.tenderned.nl/cms/voor-ondernemingen-starten-met-tenderned/een-onderneming-registreren-op-tenderned> for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences stemming from the failure to register with eHerkenning (in a timely manner).

7.3.3 Questions and additional information/changes

You are allowed to ask questions in the course of the procedure. Please submit your questions within the shortest possible delay. All questions will be answered in anonymous form. The Contracting Authority can answer your questions via TenderNed in two ways:

- via one or more Summaries of Additional Information and Changes, or
- by means of the TenderNed 'Questions and Answers' feature.

The deadline for submission of your questions is specified in the schedule.

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 Contracting Authority

Questions are to be submitted via TenderNed. Please refer to the TenderNed manual at <https://www.tenderned.nl/cms/voor-ondernemingen-aanmelden-en-inschrijven/vragen-stellen-een-aanbesteding>.

All questions and answers will be published for all interested parties to view. If you have a compelling reason for your question (and its answer) not to be revealed to other stakeholders in the tender process, please tick the 'Answer Individually' box. However, the Contracting Authority will decide whether or not to process your question individually.

Answers from the Contracting Authority

The Summaries of Additional Information and Changes are an integral part of this tendering procedure.

The Contracting Authority will assume 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 submitted by the Tenderer must be valid for at least four months following the date and time stipulated as the deadline for receipt of the Tenders. In the event that an application for injunctive relief is filed with the competent court in The Hague against the contract award decision, the Tenderers must in any event ensure that their Tender is valid until four weeks subsequent to the initial decision by the provisional relief court.

7.3.5 Variants

Upon submitting a Tender in accordance with the Tendering Document, the Tenderer is not permitted to submit a different version of their Tender.

7.3.6 Costs of submitting a Tender

The Contracting Authority will not reimburse any Tenderers for any costs stemming from the formulation and presentation of a Tender, including any further information requested of the Tenderer.

Any costs or damage that may arise as a result of the non-awarding of the contract will be at the expense and risk of the Tenderer.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Contracting Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In this eventuality, the Contracting Authority will not offer Tenderers compensation for costs associated with the tendering process. The Contracting Authority may deviate if they are of the opinion that the circumstances are such that a form of compensation would be appropriate.

7.3.8 Document ranking

In the event of inconsistencies between the Tendering Document and the Summaries of Additional Information and Changes, the Summaries of Additional Information and Changes take precedence. In the event that there are multiple Summaries of Additional Information and Changes, then the provisions in the most recent Summary of Additional Information and Changes take precedence if there are inconsistencies between the various summaries.

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account their obligations relating to environmental, social and

employment law in compliance with article 2.81 section 2 of the Dutch Public Procurement Act.

Information on 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:

Provisions relating to taxes: the Dutch Tax and Customs Administration; www.belastingdienst.nl;

Provisions concerning environmental protection: 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 Information Security and Supplier Privacy Guide

The Ministry of Economic Affairs and Climate Policy (EZK) gives the highest priority to the security of information and the protection of personal data. This demands considerable effort on the part of our own employees, but certainly also from our suppliers. This short guide provides further details.

[Information security and privacy guide EZK](#)

7.3.11 Inconsistencies or 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 their contact in writing, including concrete substantiation.

7.3.12 Complaints Procedure

If a Tenderer disagrees with a response given by the Contracting Authority to their question, request, comment or objection, or receives no response, they can submit a complaint.

More detailed information on this matter can be found in the appendix 'Complaints Procedure'.

7.3.13 Resolution of disputes

In addition to the provisions in the section on the 'Complaints Procedure', any dispute stemming 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. This shall be governed exclusively by the laws of the Netherlands.

7.3.14 Tender submission

The date and time specified as the deadline for receipt of Tenders is stipulated in the section 'Schedule'.

- In order to submit a Tender, your company must be registered with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.

The Contracting Authority advises that you start the TenderNed registration process immediately rather than delaying it until the tendering period is coming to a close. Upon registering your organisation, you must add this Invitation to Tender via TenderNed's announcements platform. You can do so using the 'Add to my invitations' button.

- For more information on registering and setting up your organisation on TenderNed and electronic submission of your Tender, please use the link '[Six-step plan for submitting tenders for public contracts via TenderNed](#)'. This information and additional information on using TenderNed is also accessible via [TenderNed for businesses | TenderNed](#).
- Only Tenders that have been submitted within the specified submission deadline to the digital safe for this invitation to tender will be processed by the Contracting Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for tender submission.
- The Contracting 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 submission deadline.
- Should you experience technical issues or have questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk. 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 Contracting Authority.

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

The Contracting Authority will handle the information provided by the Tenderer confidentially.

7.3.15 **Structure and content of the Tender**

The Tender must be submitted in full via TenderNed. The 'European Single Procurement Document (ESPD)' must be duly signed.

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

Subject	Description	Action by the Tenderer
Appendix 1	European Single Procurement Document (ESPD)*	Fill in, legally sign and add to TenderNed.
Wishes	Tender, including a general response to the Contracting Authority's wishes.	Upload to TenderNed
Appendix Pricing sheet	The offered total price	Upload to TenderNed
Invoicing	To ensure the processing of the invoice, you must include the following details in your Tender: - Name and address details; - Chamber of Commerce number; - Establishment location according to Chamber of Commerce; - IBAN.	Include in Tender
CV and profile	CV and profile of proposed Operations Manager (see 3.8.6)	Upload to TenderNed

* See Subsection 7.3.17 in the event the Tender is to be submitted by a joint venture.

7.3.16 **Legally valid signature**

A legal signature entails that the document in question has been signed by a legally authorised representative.

If it is recorded in the professional or trade register that two or more people are only jointly authorised to represent the organisation, then the documents requiring a legal signature must be signed by those two or more people. If any limitations are in place regarding authorisation to represent the organisation, then this must be taken into account.

Where a legally binding signature is required, the Contracting Authority will accept a qualified electronic signature in the sense of art. 3:15a of the Dutch Civil Code in addition to an original handwritten signature.

Please note that a qualified electronic signature cannot be added to the European Single Procurement Document (ESPD) directly. You can complete the ESPD with a handwritten signature or must create a digital PDF print of the PDF form. The qualified electronic signature can then be added to this digital PDF print.

Any Tenders lacking a legally binding signature will be eliminated from the tender process as a matter of principle. However, you will be offered one opportunity to add your signature within 48 hours.

7.3.17 *Submission of a Tender in collaboration with other organisations*

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

There are two ways in which a joint Tender can be submitted:

Either as a consortium in which each member of the consortium is jointly and severally liable for fulfilment of the obligations stemming from the Tender as well as fulfilment of the Contract,
Or in a principal contractor-subcontractor structure in which the principal contractor acts as the contracting party and is liable for fulfilment of all obligations, including those that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document (ESPD)', which also includes specification of who the consortium members are (see Part II of the 'European Single Procurement Document (ESPD)'). Please state the role of each member in the consortium. In the 'European Single Procurement Document (ESPD)', you must indicate who is in charge of the group (who holds secretaryship) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations stemming from the Tender and eventual fulfilment of the Contract.
- If a member of the consortium relies upon the capacity of other entities to demonstrate compliance with the applicable Eligibility Requirements (cf. chapter 4 of this invitation to tender), those other entities must submit a separate 'European Single Procurement Document (ESPD)', complete parts II A, II B, III and IV and sign the document (cf. the information sub IIc in the European Single Procurement Document), and
- Every member of the consortium, for their part, must provide the evidence requested for the tender.

Submitting a tender as a principal contractor with subcontractor(s)

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 (ESPD)'.

If a member of the consortium relies upon the capacity of other entities to demonstrate compliance with the applicable Eligibility Requirements, the subcontractor(s) must also submit a separate 'European Single Procurement Document (ESPD)' and complete and sign parts II A, II B, III and IV and sign the document (cf. the information sub II C in the European Single Procurement Document).

The subcontractors on whose capacity the principal contractor relies, must submit the required evidence.

The principal contractor accepts full liability for fulfilment of the obligations stemming from the Tender and eventual fulfilment of the Contract. In addition, the principal contractor is liable for fulfilment of the obligations for which they have hired the Subcontractor(s).

All 'European Single Procurement Document (ESPD)' appendices must be completed, signed and added to the Tender.

The Contracting Authority requires the main Contractor to provide the following information after the award of the contract and at the latest before the start of the performance of the contract: the name, contact details and authorised representatives of the subcontractors that will be involved in the provision of services.

7.3.18 *Single Tender*

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

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

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

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also true when the violation or restriction of fair competition is not revealed until after the contract award notification has been transmitted to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Contracting Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Contracting Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By tendering for this contract, the Tenderer confirms their awareness that acting contrary to a fundamental principle of procurement law may have the aforementioned consequences. The Contracting Authority can use all resources available to them 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 requirement in such cases.

7.3.20 *Communication and language*

During the tendering process, communication with the Contracting Authority must take place in Dutch.

The Tender must be submitted in Dutch.

Additional documents (such as information material, etc.) may also be supplied in English.

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

7.3.21 *General Terms and Conditions*

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

7.3.22 *Contract conditions*

The draft Contract and General Government Terms and Conditions for Public Service Contracts can be found in the appendices. Tenderers will have the opportunity to ask questions and submit comments and substantiated textual proposals in the question phase.

The Contracting Authority is free to accept or reject the proposed textual amendments. The Contracting Authority will indicate whether or not the proposals have been accepted or rejected in the Summary of Additional Information and Changes. By submitting a tender, the Tenderer agrees to the Contract (which may or may not have been amended). Only the definitive Contract will apply during the execution of the contract.

7.3.23 *Elucidation and verification of the Tender*

The Contracting Authority can request that the Tenderer explain their Tender in greater detail and/or provide substantiating documents. The Contracting Authority is entitled – although not

obliged – to check the accuracy of all data and statements submitted within the scope of the tendering process.

7.3.24 Contract award notification

All Tenderers will receive a simultaneous email announcing the Contract award decision with substantiation. All Tenderers are entitled to request further information regarding this decision from the Contracting Authority.

Suspensive period

All Tenderers and stakeholders that wish to dispute the contract award decision and/or (verbal) substantiation thereof may apply for injunctive relief at the competent civil court in The Hague. The writ of summons must be served within 20 calendar days subsequent to electronic submission of the Contract award decision. This term is a firm deadline. In the event a Tenderer applies for injunctive relief, we kindly request that you send a copy of the summons to the Contracting Authority.

Pursuant to article 2.129 of the Dutch Public Procurement Act, the Contract award decision does not constitute acceptance of the Tenderer's offer. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Contracting Authority is not permitted to definitively award the contract by agreeing the Contract.

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

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

Interests in relation to the judgement

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

Appendices

The following appendices constitute an integral part of this Tendering Document. These appendices have been published jointly with the Tendering Document.

- Appendix 1 European Single Procurement Document (in Dutch)
- Appendix 2 Pricing sheet (in Dutch)
- Appendix 3 Draft Service Agreement (in Dutch)
- Appendix 4 ARVODI-2018 (in Dutch)
- Appendix 5 Complaints Procedure (in Dutch)
- Appendix 6 Common Ground Narrative
- Appendix 7 Visitor Flow Host Estimation
- Appendix 8 Floor Plans, Impressions and description Pavilion (8a t/m 8g)
- Appendix 9 Index of published and expected Guidelines
- Appendix 10 Universal Services Guidelines (Exhibition, Event and Staging, Food, Beverage, and Product Sales Guideline)
- Appendix 11 Guideline for Commercial Activities
- Appendix 12 All Expo-organisation Guidelines published (in ZIP file)
- Appendix 13 This document