



Tendering Document

**European public tender for the design,
construction, maintenance and removal of
the Dutch pavilion at the 2025 World Expo
in Osaka.**

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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 for Public Service Contracts	UAV GC 2005
Economically most advantageous Tender	The Tender that receives the highest definitive total score based on the best price/quality ratio.
Eligibility requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this 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.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
Information Memorandum	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 Agreement with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Client concludes the Agreement.
Contract	The written agreement between the Client and the Contractor in which the conditions under which the contract will be executed are recorded.
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 design, construction, maintenance and removal of the Dutch pavilion at the Osaka Expo 2025.

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 on behalf of 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 small 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 (garden, queue, patio roofs, etc). The Ministry of Foreign Affairs commissioned the Netherlands Enterprise Agency (RVO) to issue this 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 and sustainability (in relation to offshore wind energy, for instance)
- 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. It 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 to 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 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 are expected to come from Japan (90%).
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 and 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/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 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

A Dutch invitation to create healthy societies 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 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 deployment 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 sustainable energy, climate adaptation, greenery & circular construction, healthcare and medical technology, high tech & digitisation, agri-food & horticulture. About the power of design, the creative industry, art and sports in solving social issues. The pavilion and visitor experience represent a framework for 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

This is a public European tender procedure for Design, Build, Maintenance and Removal (DBMR) in the category 'Work'. The integrated UAV GC 2005 contract variant will apply.

The schedule below applies to this tendering process.

21 Sep 2022	Publication of the tender procedure to TenderNed, start of application period
6 Oct 2022, 9:00 CET	Digital information session
10 Oct 2022, 18:00 CET	First question phase closes
28 Oct 2022	Circulation of the first Information Memorandum
11 Nov 2022, 18:00 CET	Closure of second question phase: deadline for the Tenderer to submit questions regarding this Tendering Document and the Contract (including general terms and conditions) and/or proposals for textual amendments to the draft Contract (including general terms and conditions).
24 Nov 2022	Circulation of the second Information Memorandum
5 Dec 2022, 13:00 CET	Deadline for the receipt of tenders
Until the first week of 2023	Assessment of tenders
9 Jan 2023	Plenary assessment of tenders
10 and 11 Jan 2023	Presentations by Tenderers plus answering questions
20 Jan 2023	Circulation of contract award notification
10 Feb 2023	Deadline for the successful Tenderer to provide the evidence requested by the contracting authority
10 Feb 2023	Deadline for asking questions and/or filing an application for injunctive relief in relation to the contract award notification.
From 10 Feb 2023	Contract signature

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

Procedure (cf. Chapter 7)

The following procedure will be adhered to in the course of this tendering process:

- Tenderers who meet the eligibility requirements (cf. section 4.3), and declare this by completing and signing the ESPD, can submit a proposal.
- The tenders will be reviewed after the tender submission period closes.
- Compensation & reimbursement:
 - To be eligible for compensation, a tender must comply with all wishes and requirements specified in 'Form and content of the Tender', cf. section 7.3.14, and the 'Suitability Requirements', cf. sections 4.3 and 4.3.2.
 - All parties that submit a full tender and receive a score of 60 points or more, will receive an equal share of the total budget available for compensations of €100,000 up to a maximum of €20,000 per Tenderer, excluding the winner.

- The parties that submit a full tender but receive a score of less than 60 points will receive an equal compensation, to wit €50,000 divided by the number of eligible Tenderers up to a maximum of €5000 per Tenderer.
 - The specified compensation and reimbursement sums are exclusive of VAT.
 - No additional compensation or reimbursement will be granted for the presentation. The 60-point limit specified above is therefore based on the maximum number of points available (100 points) according to the assessment criteria, listed in section 5.2, exclusive of the number of points awarded for the presentation.
- After the assessment, a presentation phase will be held in which a maximum of 10 additional points can be earned.
 - Every Tenderer will be invited for the presentation phase. However, Tenderers that are no longer eligible for contract award based on their written assessment, regardless of whether they receive maximum points for their presentation, will receive notification that their presentation cannot get their proposal selected as the winning tender.
 - Once the presentations have been assessed, the award decision is drawn up and the participating parties are informed of the outcome of the tender procedure.
 - After the contract is signed, the winning Tenderer will elaborate their submitted design via an official version (Draft Design/concept) for the Expo organisation to a Definitive Design (for architecture and construction). Both must comply with the Expo organisation's specifications at that time. The concept is elaborated into a definitive setup for the show/experience. This is based on the RVO's debriefing.
 - The RVO and Ministry of Foreign Affairs will become the owners of the definitive design plan. Please refer to appendix 4 (UAV GC 2005) for more information.

2. Contract description

2.1 Purpose of the contract

The pavilion constitutes the central building block in the entire multi-year Dutch campaign for Expo 2025. The starting point is that the pavilion, with a prominent place for the visitor experience, is the ultimate embodiment of this campaign. Only then can it be deployed to realise the Dutch objectives, serve the target audiences in the right way, and make an indelible impression on both national and international visitors.

This is not a simple matter. The various aspects involved in the pavilion demand an innovative and unconventional elaboration based on the background of the participation, the objectives, the working theme, and the creative concept.

In order to determine, at the end of the Expo, in what way the pavilion has contributed to achieving the objectives, we have also drawn up a list of wishes for the pavilion in addition to the Specifications. To determine, in the course of and after the Expo, whether these requirements have been satisfied, this document describes qualitative and quantitative indicators for each component below. These indicators show how, and to what extent, every component or topic contributes and has contributed to a successful pavilion. The RVO itself will monitor these KPIs (key performance indicators). They are mentioned in this document to indicate the Contracting Authority's expectations for the pavilion that is to be realised. As such, the winning tender with the design, construction, spatial layout, show/experience design and sustainable ambience of the pavilion, will create the right preconditions to ensure that the RVO will achieve high scores for the KPIs.

General wish

The pavilion and visitor experience are an innovative, unconventional elaboration of the Dutch campaign for participation in Osaka Expo 2025. This involves a total experience where the pavilion and visitor experience are interconnected.

Public reach

The Netherlands aims to run a popular Expo pavilion with high visitor flow. In addition to attention for day visitors, attention will also be devoted to the business target audience.

We will use the indicators below to check whether these expectations are being met and during the opening, these indicators will be used make adjustments in consultation with the Contractor if necessary.

- Visitor appreciation
- Visitor numbers
 - o in absolute numbers
 - o In relative numbers (percentage of total number of visitors)
- Level of positive publicity and awards
- Use of business facilities
 - o Quantities in facilities rental
 - o Quantities of parties received by Dutch delegations
- Results of business, knowledge or political events at the Dutch pavilion
 - o In number of signatures of collaborative partnerships (research, government)
 - o In promotion
 - o In leads and contract value
 - o In efficiency
 - o In customer relations
- Sales in shop & (coffee) bar

Public satisfaction (qualitative)

The experience of both day visitors to the Expo and the business target audience comes first and foremost. To achieve the highest possible public satisfaction, the Dutch pavilion should stand out in the following aspects:

- Offering a unique visitor experience for all target audiences. In this sense, the pavilion must offer a modern, easily accessible yet notable experience that is memorable. It must become the talk of the town for all users, so word of mouth alone will lead to frequent visits to the pavilion. This can be done with the aid of modern presentation forms that stimulate every sense (smelling, tasting, seeing, hearing, touching, moving).
- Leading, original and distinctive design of both the pavilion and the visitor experience that communicates the Dutch message (*Let's create healthy societies together, on Common Ground.*) as a whole in form and function. The Dutch pavilion creates 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.
- Layout and design of the entire plot, including outdoor spaces, queue, pavilion, etc that ensure that every visitor experiences the Dutch brand values.
- A pavilion that, in terms of ambience and location, melds seamlessly into the environment in the 'Saving Lives' district and adjoining pavilions, yet still stands out in a unique manner and exerts a strong pull on visitors.
- Sustainability and innovation in word and deed. The pavilion shows visitors what the Netherlands can achieve with regard to sustainability. Examples are circular/sustainable use of materials, demonstrating recycling, reuse and/or generation of sustainable energy, circular use of water, sustainable production of food served at the pavilion, etc. In this way, the pavilion demonstrates that Dutch knowledge and inventiveness yield innovations that can contribute to Japan's sustainable future. Not just in 2025, but in the years thereafter as well.

During the Expo, the experiences of the target audiences are measured as follows:

- The wow factor of the pavilion and show/experience (impression is: amazing, original and distinctive)
- The level of interactivity of the show/experience.
- The experience and impression of the innovative technologies shown at the pavilion
- The experience of users and visitors of all spaces at the pavilion (assessment of event space, catering, etc)
- Popularity of the articles on offer at the shop
- Assessment of the hospitality offering and ambience (F&B)

The outcome of these measurements may be a reason to ask the chosen Tenderer to make improvements at the time of the Expo and also to be included in considerations for participation in future World Expos.

Practical information with regard to the pavilion

You can find more information about the plot reserved by the Netherlands, its location, the architecture, the situation and background information about the pavilion's users in the technical plot sheet for the Dutch plot (appendix 9-11).

2.2 Description of the contract

In summary, the contract covers the entire package of design, production, presentation, content guidance, construction, interior design, layout, hardware, software, installation and testing, transport, technical consulting, technical and operational maintenance during the Expo, travel and

accommodation costs, applying for permits, and removal/repurposing and handover of the plot in its original condition to the Expo organisation.

Details for each component are provided below:

- Design & construction

- The Dutch plot in the *Saving Lives* district has an area of 882 m2. On this plot, a pavilion with a maximum area of 617 m2 must be realised.
- The Tenderer will be responsible for the elaboration of the required design and construction drawings prior to the construction work, in line with the guidelines and requested submission of the Expo organisation (appendices 9-1 through 9-11).
- The Tenderer will be responsible for the total realisation of the Dutch pavilion, including the total elaboration, installation and delivery of the show and design and installation of the outdoor spaces, excluding the components listed in the Specifications that will be supplied and installed by the venue management.
- The schedule below will serve as the guideline for the realisation of the entire contract (design, construction, maintenance and removal of the pavilion):

Below is the timeline of the Japanese Expo organisation, which has been adjusted due to the procedure of the Contracting Authority. For the time being, the following phases and timelines are being observed:

Phase	Duration	Start date	End date
Concept Design Phase	55 days	10/02/2023	06/04/2023
Schematic Design Phase	67 days	06/04/2023	12/06/2023
Detailed Design Phase	55 days	12/06/2023	06/08/2023
Local and Expo2025 Authority Approvals	90 days	06/08/2023	04/11/2023
Receipt of Building Permit	30 days	04/11/2023	04/12/2023
Construction Period	500 days	04/11/2023	18/03/2025
Testing and Commissioning	25 days	18/03/2025	12/04/2025
Maintenance Period	183 days	13/04/2025	13/10/2025
Venue Management and Hospitality	183 days	13/04/2025	13/10/2025
Decommissioning	162 days	20/10/2025	31/03/2026

After the contract is awarded, the Contractor's detailed planning & schedule will be discussed and submitted to the Expo organisation for approval.

- Show/experience

The heart of the Dutch pavilion. Designed and furnished to experience the Dutch message quite literally, with all the senses. This is why the Dutch story must be communicated through the most modern presentation techniques as an expansion of the concept.

At the Expo, visitors are overwhelmed by impressions, videos, texts and images. As such, their attention span is short. To really stand out and achieve the highest and right response (resonance) from visitors, they must become an actual part of the show/experience. In other words, let the visitor experience the Dutch story for themselves.

- It is not just about deploying the most advanced techniques to realise a show/experience. 'Focus and interaction with the visitor' are the central tenet of the entire experience offered. Only in this way will the experience at the Dutch pavilion be remembered by every visitor.
- The content of the show/experience is an extended translation of the concept. In addition, the experience in the show area is a part of the overall experience offered by the Dutch pavilion: from the first view to entry to the plot, followed by the show/experience and

eventually the commercial space and outdoor spaces. Every one of these components contributes to the visitor experience, with the show being the highlight.

- We include no suggestions for the design of the show/experience. For decades now, many pavilions at the Expo events have been using a structure comprising a pre, main and post show. This is not a prerequisite for the Dutch pavilion. If, however, this 'traditional' structure ensures an optimum visitor experience, the Tenderer may justify this position in the proposal. The Tenderer is therefore free to submit a structure and layout for the show/experience at their discretion.
- An Expo is a special type of event of a unique scope and nature. This presents many opportunities in the presentation of countries. However, pitfalls/aspects requiring attention have also been distilled from previous contributions. Please refer to appendix 8 for more information. These lessons learned must be consulted when developing the show/experience and total experience offered by the pavilion. Some of these lessons learned will be taken into consideration in the assessment.
- Maintenance and servicing
 - o The Tenderer will be responsible for 24/7 maintenance and repair in relation to all elements of the pavilion. This is not limited to technical maintenance and/or defects covered by the warranty and shall apply throughout the Expo period.
- Dismantling of the pavilion
 - o The Tenderer will be responsible for the circular removal/sustainable repurposing of the materials used for the Dutch pavilion. Any plans for (full) repurposing of the pavilion will be formalised, in terms of feasibility and any roles envisioned for the Contracting Authority, in consultation with the Contract Authority following contract award. However, the costs for removal/repurposing must be included in the Tenderer's proposed budget.
- Ownership and usage rights
 - o Prior to the Expo, the RVO will occupy the pavilion for use throughout the Expo period. However, the Contractor will remain the economic owner during and after the Expo and as such the party responsible for qualitative preservation of the building. After the Expo closes, the Contractor will be responsible for removal and any repurposing of the pavilion. With an eye to the circular approach, the Contractor will also remain the owner/holder of the materials used (for the entire contract term).
 - o The Contractor will not be the full economic owner since a separate party will be contracted for venue management, i.e. to operate the pavilion.
- Local permits and insurance
 - o The Tenderer will be responsible applying for and obtaining approval for all guidelines specified in the Expo Guides relating to the design, construction, maintenance and removal of the pavilion. Please refer to the relevant appendices in 9-1 through 9-11.
 - o In case of any delays and/or problems in obtaining local permits via either the Expo or local authorities, the Contractor may request assistance from the Contracting Authority. The primary responsibility will reside with the Contractor, however, entirely in line with the UAV GC 2005 guideline.
 - o The Contractor will be responsible for legal and insurance coverage of its operations and any (financial) obligations incurred.
 - o The Contractor will receive a mandate from the Contracting Authority to apply for local permits and permissions.
- Miscellaneous
 - o The Contractor will be responsible for recruiting all personnel required for the design, construction, maintenance and removal of the pavilion, including all related administrative matters that need to be organised.

- The Contractor will be responsible for all transport (of materials, systems, persons, etc) and other travel and accommodation arrangements required to fulfil the contract.

2.3 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 the Contract. These parties, including the party with the winning proposal for the pavilion, will be regarded as project partners and not only as suppliers with whom there is a client-contractor relationship. 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 Contracting Authority.

- Creative concept

The creative agency KesselsKramer was commissioned by the RVO to draw up a concept for a narrative and creative proposition that (in terms of communication) provides the foundation for the entire Dutch participation. This agency will provide a visual translation of their creative proposition (e.g. logos) in close collaboration with the Contractor and Contracting Authority. KesselsKramer will act as a concept guardian and advises the RVO in this respect.

- Architectural consulting (incl. construction management and monitoring)

After the contract is awarded, the Contracting Authority will appoint an external party to provide support to both Contractor and Contracting Authority in realising the pavilion (including quality assurance). This party will provide advice to the RVO in particular in all phases.

- Venue management / hospitality and facilities

The pavilion will be used intensively during the Expo. It will be open to the public at least 12 hours per day and 7 days per week. This requires a high level of quality (jerk-proof) and user-friendliness. A separate tender procedure for the pavilion's operation will be initiated in Q1 2023. The proposal for the design, construction, maintenance and removal of the pavilion must already take the eventual operational aspects, which will be handled by the venue management, into account. These may include:

- Personnel deployment (hostesses, security, kitchen, cleaning, office)
- Arrangements for kitchen equipment (coffee) bar and shop offering. The proposal must allow space for the venue management to determine, after contract award, the exact kitchen equipment in consultation with the venue management's supplier. It will then be delivered and installed by the venue management. The Contractor will be responsible for the facilities. We therefore recommend that the Tenderer should have the submitted proposal assessed by an experienced venue management expert so the risk of possible changes in the definitive implementation is limited to the minimum.
- The Tenderer will ensure WIFI access in the pavilion.

Immediately following appointment of the venue manager, the Contractor will ensure an exact division of tasks between the venue management party and the Contractor for the duration of the construction period and the Expo event.

- Expo organisation and local authorities

In line with the UAV GV 2005 general contract terms and conditions, the Contractor bears responsibility for obtaining the permits and permissions to actually execute the proposal. The exact working method and lead times are set forth in the Expo Guides. The Contractor should keep in mind that, in addition to obtaining permits from the Expo organisation, the local authorities must also grant permission. In the unlikely event of delays, obstructions, changed guidelines, new requirements on the part of the Expo organisation, or other unexpected situations, this must be reported in good time to the Contract Authority and the Consulate General in Dubai.

- Commissioner General, Consulate General in Osaka

The Netherlands has appointed a Commissioner General for the Expo who is responsible for relations with the Expo organisation and local authorities.

- Project Leader Foreign Affairs (DIO)

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 the RVO for the execution of the pavilion. In case of changes and/or other deadlocks, the designated project leader at DIO will have the power of decision and RVO will communicate their decision to the supplier of this Contract.

- RVO Project Leader
Responsible for contract management with the building group (in close collaboration with IUC) and as such, first point of contact for the Contractor.
- RVO Pavilion Director
- Six months before the Expo starts, we will appoint a Pavilion Director who will be a member of the Osaka Project Team in Osaka on behalf of the RVO. They will therefore take local responsibility for correct commissioning of the pavilion.

2.4 Lots:

The tender procedure was not split up into lots since the pavilion concept must be a complete, homogeneous programme. No unnecessary combination is involved either, as all aspects in this tender must line up seamlessly and fall under one single responsibility.

2.5 Contract Term

The Contracting Authority intends to enter into a Contract with a term running from February 2023 up to the end of March 2026, inclusive.

2.6 Contract Scope

The Contracting Authority assumes a maximum total contract value of EUR 7,800,000 excluding VAT.

The estimated value is an indication from which no rights can be derived.

This Tendering Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It should be noted that in principle, the contract is exempt from VAT. (article 6.2 letter a of the Dutch value-added tax Act of 1968). If necessary, the Contractor can apply for an exemption in writing from the Inspector of the Dutch Tax and Customs Administration.

The maximum available budget is all-in and includes the total package mentioned in section 'Description of the contract', see Section 2.2. Tenders with a contract value exceeding the maximum sum of EUR 7,800,000 exclusive of VAT will not be taken into consideration.

3. Requirements relating to the contract

This chapter describes the Contracting Authority's requirements with regard to the requested works, prices and rates.

By submitting a Tender, the Tenderer explicitly consents to all requirements and conditions specified in this Tendering Document and declares that they will continue to comply with these throughout the entirety of the contract 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.

3.1 Spatial requirements

General

The Expo organisation issues Guidelines. These Guidelines take precedence over all other requirements and will continue to evolve. Cf the Guidelines (as per 11 Sep 2022] in appendices 9-1 through 9-11.

- Minimum and maximum building coverage
The Dutch plot in the *Saving Lives* district has an area of 882 m². On this plot, a pavilion with a maximum area of 617 m² (70%) must be realised. The remaining plot area will be used as outdoor spaces. The maximum pavilion height is 12 metres (17 metres for a maximum of 50% of the built area). Underground construction is allowed only down to a depth of 2.5 metres (except for pile drilling).

The following spatial requirements apply to the maximum pavilion area of 617 m² (points 1 through 4 below):

- The written and/or spoken content of the show is in English, with a Japanese translation where necessary.
- The Contractor will be responsible for the composition, further design and content elaboration, delivery and installation of all that is required (including AV-resources) for the show. Following delivery, the venue management vendor will have to receive instruction about the use of the spaces to determine the deployment of hosts/hostesses contributing to an optimised visitor flow and experience.

1 Show and experience component

The show/experience must be unique and innovative. Tenderers are not allowed to copy (part of) it in their proposals or involvement in other country pavilions at the Expo.

2 Multi-purpose event area

Business people and VIPs from Japan, the Netherlands and other participating countries will visit the Dutch pavilion, for instance on the country's National Day and during scheduled trade missions. Sponsors and stakeholders will also be offered the opportunity to receive their relations at the pavilion. (Temporary) business facilities with an open character, multifunctional set-up and the most recent digital technologies are required to ensure optimum hospitality, aiming to set up the space(s) for each occasion. The Tenderer is free to propose a set-up for a multi-purpose event area that may include the (coffee) bar. The Contractor will be responsible for realising the entire interior.

- The multi-purpose event area will be used for small networking meetings, smaller-scale private meetings, presentations, exhibitions and other occasions. The minimum required capacity for a networking meeting is 100 persons.

- The event area must be equipped with the most recent innovations in digital presentation facilities. This will allow the business target audience to show guests their own story in a unique way.
- It must be possible to close off the event area or part thereof for private meetings or to allow Dutch officials and/or VIPs to withdraw/work during a visit. The desired capacity is 15-20 persons.
- The design and layout of the event area are in line with the overall ambience of the rest of the pavilion. It must be sustainable in nature and have a stylish design without compromising on luxury and comfort.
- The Contractor will be responsible for selecting, supplying, installing and servicing all facilities (including the innovative presentation technology) in this part of the pavilion. Before the Expo starts, the venue manager will take over its use by means of a handover briefing.

3. Commercial area

In accordance with the Expo organisation's guidelines, no more than 20 percent of the area of the country pavilions is allowed for commercial purposes. The Netherlands will make use of this, Not just with the intention of generating additional revenue. Experience has taught that such revenue is relatively limited compared to the cost of participating in the Expo. However, it is our particular intention to set up these spaces in such a way that their proposition adds value to the visitor's visit. This covers areas to sell food, beverages and souvenirs. This is deemed to include the following.

- A full-service coffee bar
 - o With an eye to the limited dimensions of the pavilion, this will not be a full restaurant but rather a comprehensive coffee bar selling snacks and beverages. The food that is served must be in line with the experience. In this context, the emphasis is on innovations in the food industry and sustainability.
 - o It is possible to opt for an easily accessible serving point for separate sale/pick-up service.
- The design and preliminary layout of a kitchen that supports the needs of the venue manager/caterer. The Tenderer will be responsible for installing all required water and power connections (outlets and electricity) as well as other equipment and appliances.
 - o The venue manager, which will be appointed via a separate call for tenders towards the end of 2023, will select the appliances and be responsible for their installation, maintenance and use. In other words, the Tenderer for the present Contract will be responsible for realising all required preconditions in the kitchen (infrastructure, lighting, flooring and wall finishing). The venue manager will be responsible for budgeting, sourcing, installing and using the (kitchen) equipment and appliances.
 - o It is important that the design takes all practical and logistical matters into consideration, as well as visitor flow and usability for the venue manager's staff, with adequate work and storage space, and the preconditions for the installation of professional kitchen appliances.
 - o The kitchen will also be used to prepare the daily work luncheon offered to personnel. This should be taken into account in the design and situation of the kitchen.
- Shop/souvenir shop The pavilion must also include an area that sells a range of Dutch design souvenirs, which is yet to be determined. It must be possible to display the items in an attractive manner.

- Storage space is desired to stock the commercial spaces. The location of this space must be logical and efficient with regard to the commercial spaces. The delivery and removal of goods (during the Expo) via the back of the pavilion (Back of House) must be taken into account.
- Both the layout and use of catering facilities and the shop must take the wishes of the venue management into account. The shop and bar can be designed separately or combined.
 - o The Contractor will be responsible for the design, layout and finishing of the shop/souvenir shop. The venue manager will be responsible for selecting the product range, as well as supplying and installing other required facilities such as the cashier system. The Contractor will be responsible for the (power) connections required to install these facilities.
- As stated above, a maximum of 20 percent of the pavilion can be reserved for commercial spaces. The Tenderer has the freedom to determine, in the proposal, the exact percentage (up to a maximum of 20 percent) of these areas.

4 Functional area

Part of the available area must be reserved for functional and personnel purposes. This relates to:

- Technical facilities, e.g. for the show/experience, as well as the digital presentation systems in the event spaces.
- Work and office area with flexible work places for the number of employees to be expected in relation to the proposed experience. In addition, space for miscellaneous office requirements
 - o The furnishings and layout of the work and office area must comply with the specifications set forth in the Dutch Working Conditions Decree (*Arbeidsomstandighedenbesluit*) in place from 01/05/2018 up to the present.
 - o This does not include the ICT facilities in the work area. These facilities and devices (computers, printers etc.) will be organised via the venue management contract.
- A sufficient number of women's and men's toilets for personnel and business visitors (not for day visitors and tourists).
- A basic, small canteen (pantry) for personnel.
- Separate changing room for personnel, including lockers with locks.
- The Contractor will be responsible for supplying, installing and servicing all materials, articles and prerequisites (excluding ICT facilities in the work space) in the functional areas. This does also not include equipment sourced by the venue manager.

5 Outdoor area

The pavilion with the aforementioned spaces has a maximum area of 617 m². The remaining space on the plot can be laid out at the discretion of the designer/landscape architect's creativity. The local climate with high temperatures and high humidity must be kept in mind.

- Queue
The Expo also includes the queue area in the outdoor spaces. Tenderers are asked to propose a creative idea to limit the queue to the minimum and, if necessary, provide cooling (in a sustainable manner) and entertainment. Make the visitors enthusiastic and curious. This will make them wonder: 'What is awaiting me? I want to go there!'

- The Contractor will be responsible for supplying, installing and servicing all materials and facilities for the pavilion's outdoor areas.
- Visitor flows
The Expo expects to welcome well over 28 million visitors. The Netherlands hopes to welcome a significant part of them to its own pavilion. The pavilion will be accessible to visitors 12 hours a day, 7 days a week, 6 months (27 weeks). This means that adequate visitor capacity and flow through the pavilion (garden, outdoor spaces, queue, show/experience, shop & bar) must be provided.

3.2 Technical requirements

- Circular construction/repurposing of the pavilion
In their proposal, Tenderers must show how and to what extent the principles of circular construction are observed. They must demonstrate how the pavilion will be disassembled/repurposed and what the next destination of (parts of) the pavilion will be, or how materials used will be reintegrated into the chain. In this respect, we ask that you comply with the 10 Rs of circularity established by Prof. Jacqueline Cramer. This 'ladder' was created to show the distinction between the various levels of circularity in designing buildings. The basic premise for circular construction is: the higher on the R ladder, the better.
- Innovations
The Dutch pavilion must integrate the most recent innovations in which the Netherlands stands out in the field of (circular) construction. The aim of using these innovative technologies and materials is not just to improve the sustainability of the pavilion, but also to show visitors, in a creative manner, how the Netherlands offers solutions for the future in these fields and implements them in its pavilion. The following requirements will apply in all cases:
 - o We wish for technology to generate sustainable energy to be integrated into the pavilion design.
 - o Where feasible, electrical appliances must be powered by energy from sustainable sources (such as solar, waste to energy, wind, heat pump, etc).
- Pleasant living climate
In their proposal, Tenderers must describe how a pleasant living climate will be created both inside and outside the pavilion (outdoor spaces, such as the queue) - the indicators for visitor experience are leading in this respect. The Dutch pavilion must comply with the requirements of the Dutch Building Decree 2015 (*Bouwbesluit*) and the Japanese building regulations.
- 24/7 on-site maintenance and support
After the pavilion is handed over to the RVO, the Tenderer will be required to provide technical and operational support 24 hours per day, 7 days per week for the duration of the Expo. This must be included in the proposal and budget.
- Finishing quality
The pavilion must be able to withstand Japanese weather conditions, including heat (sunlight), humidity, wind and rain, for the duration of the Expo.
- The Tenderer is responsible for installing the pavilion's basic infrastructure (drinking water/sewer system, electricity, internet, gas if required). With regard to the internet, the Tenderer will install internet facilities and be responsible for WiFi access. For all other infrastructure-related aspects, please refer to the Guidelines in appendices 9-1 through 9-11.

Building layers

- The maximum height of the total pavilion is 12 metres above ground level, with a maximum height of 17 metres for up to 50% of the building area. (Tenderers are allowed to determine the number of building layers in their proposal).
- Tenderers must take account of the load-bearing capacity. The Expo organisation has stated that it is possible to build down to a maximum depth of 2.5 metres below ground level.
- Sustainability certificate
The Tenderer must demonstrate, by means of a full calculation of the proposal, that the BREEAM-NL level 'very good' will be realised at the very least. This is equivalent to the Expo's minimum standard via the LEED method, Gold level. If the calculation shows a higher level (excellent and outstanding, respectively), points will be awarded in assessing the proposal. Please refer to the assessment criteria, section 5.2.
- Waste management
The pavilion's waste must be separated.

3.3 Other requirements

The Expo organisation's wishes and requirements

The Tenderer must comply with the regulations and approval terms imposed by the Expo organisation in Osaka with regard to access, facilities, construction, safety, and so on. These are laid down in the various Guidelines published by the Expo organisation, and included with this document as appendices (9-1 through 9-11). The Tenderer will be responsible for complying with and implementing requirements changed prior to and after contract award. In addition, the Expo has specified the following requirements that also apply to this tender procedure:

- The Expo imposes the following requirements for vendors to execute work in Osaka:
 - o The architect must be registered with the local Chamber of Commerce in Osaka, Kansai. If this is not the case, a local Architect of Record must be appointed.
 - o The Contractor has a local Chamber of Commerce registration and possesses a range of local permits to execute the required work.
 - o Every supplier/subcontractor must have formal approval from the relevant local authority for the local work to be done.
- If new materials not previously implemented in the Japanese construction industry are used for the construction of the pavilion, the Expo must first grant approval for importing and processing these materials. Such approval will occur through EU labs selected by the Expo organisation.

Security System

In executing the contract, the Contractor will be responsible for budgeting, sourcing and installing a security system for the entire Dutch plot. Said security system must comply with the requirements imposed by the Expo organisation. For your information: The venue manager will bear responsibility, via a separate contract, for using the system and appointing security personnel for the Dutch plot, if required.

Manpower

The design, construction and layout must take account of the Contracting Authority's wish to limit the number of staff with an eye to possible scarcity of personnel. This does not mean that personal contact between hostesses and visitors must be constrained, for instance, but that we are searching for a pavilion that enables efficient scheduling of personnel.

Branding – Logos

Based on the Netherlands Branding guidelines and the concept for the narrative and creative proposition, a logo and other visual communication tools will be developed for the Dutch contribution. The pavilion design must take this into account, for instance by showing the logos on the facade or their presentation in the outdoor space in another way. The main thing is that visitors can immediately see that this is the Dutch pavilion.

Language

If texts are used on the pavilion, these must be displayed in both Japanese and English.

Construction approach in Osaka

The Expo organisation has specified the following documents for Osaka Expo 2025:

- Master plan Osaka Expo 2025
- Architectural & Construction Guidance for Type A Pavilions
- Design Guidelines for Type A (Self-Built) Pavilions
- BIM Requirements for Type A (Self-Built) Pavilions
- Universal Design Guidelines for Facility Implementation
- Construction and Demolition Work Guidelines for Self-Built Pavilions (Type A)
- Code of Sustainable Procurement
- Theme Guide
- Sustainability Policy
- Design guideline Appendix
- Plot sheet

These guidelines (cf. appendices 11-1 through 11-11) describe the organisation's *current* wishes and requirements for the pavilion's design and all other aspects relating to the pavilion, such as building preparations for the pavilion, requirements relating to the building plot and its surroundings, and the wishes and requirements relating to the pavilion's construction. Integrated sustainability is also discussed, as are health and safety requirements, as well as dismantling and removal of the pavilion and handover of the plot to the Expo organisation after the event.

The Guidelines refer to both national (Japanese) and regional/local legislation and decrees.

For your information: A run on materials (including steel) is expected to occur prior to the Expo, which will impact delivery times and quality. In the description of their approach, the Tenderer must explain how they plan to prevent a negative impact of such circumstances on the project and its feasibility.

Sponsoring

- The Contractor will bear primary responsibility for acquiring in-kind sponsors, however this will be done in close consultation with the Contracting Authority. The Contracting Authority must approve all sponsors.

In order to achieve the objectives of Dutch Expo participation, active engagement of Dutch stakeholders (business community, knowledge institutions, central and decentralized authorities) will be sought. In-kind sponsoring can be a form of engagement. The precise sponsoring of technologies and/or equipment that can be used in the pavilion is unknown at this point. This is expected to become clear after awarding the contract. In consultation with the winning Tenderer, it will be determined what parts of the pavilion can be realised through in-kind sponsoring. The availability of sponsored materials and/or products must in no way impact/affect the feasibility of the winning proposal. The Contracting Authority will establish a sponsoring guideline defining the quid pro quo for (in-kind) sponsors, such as publicity, logo display and use of the pavilion's business facilities.

3.4 Requirements relating to prices/rates

- 3.4.1 The Tenderer will provide an overview of the prices and rates applicable to this contract by completing the 'Prices/Rates' supplement.
- 3.4.2 The price must be 'all-in'. (Design, Build, Maintenance and Removal contract) This shall in any case include: 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, all travel and accommodation costs including international tickets.
- 3.4.3 Tenderer shall not quote any 0-prices/rates or negative prices/rates, even on parts.
- 3.4.4 The total amount of your offer is a fixed contract price.

3.5 Tax-related requirements

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from a tax authority.

- 3.5.2 The Tenderer shall quote the prices as follows:
the amount excluding Dutch VAT and any VAT due outside the EU;
- 3.5.3 If the Tenderer indicates that no VAT needs to be charged, you agree to provide the Contracting Authority with evidence of the underlying reason within fifteen calendar days of its request to do so.
- 3.5.4 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.
- 3.5.5 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.
- 3.5.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.5.7 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 60 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.

3.6 Invoicing requirements

- 3.6.1 In the event of a fixed contract price, the following payment schedule will apply:
- | | |
|--|---------------------------|
| At the start of the contract – February 2023: | 25% of the contract price |
| January 2024: | 20% of the contract price |
| Mid-2024: | 20% of the contract price |
| January 2025: | 20% of the contract price |
| Upon realisation of the Contract – April 2026: | 15% of the contract price |
- 3.6.2 Applicable exclusively to a Tenderer registered in the Netherlands (coordinator): 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

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

The Appendix '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 of the 'European Single Procurement Document' that have been ticked by the Contracting Authority

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 7.2.15).

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 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)
- A statement from the Tax and Customs Administration (no older than six months).

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.

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

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. 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.
- c. 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.
- d. The Tenderer has taken out a sufficient level of (professional and/or statutory liability) insurance for the fulfilment of the contract and in the event of the Contract being awarded to them, will maintain adequate insurance coverage throughout the duration of the contract(s).

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 or
- 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 defined the following core competences, which demonstrate experience with essential aspects of the Contract:

- Experience in theme-inspired design work for temporary/semi-permanent construction/pavilion construction.
- Experience in construction work in Japan.
- Experience in event-related construction.
- Experience in circular construction/sustainable repurposing of buildings/pavilions.
- Knowledge and experience of Dutch and local culture and practices.

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 requirement that the object of the reference contract is comparable to the relevant core competency.

The reference contract must have been executed or completed within the five years prior to the closing date for Tender submission. 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.

The minimum total value of the reference contract(s) must be 3 million euros exclusive of VAT. Said value of the reference contract must relate exclusively to the value of the parts equivalent to the services and works requested in the call for tenders. In the event a series of separate yet significantly comparable contracts were carried out for the same client during the reference period, then the turnover of these separate contracts can be combined into a cumulative total.

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 to be submitted with the Tender.

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

The references must also demonstrate that they have a value of at least 3 million euros excluding VAT.

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

4.4 Professional/trade register excerpt

The Contracting Authority expects the Tenderer to be competent 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 selected Tenderer 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. Preferences and assessment

5.1 Introduction

This section set forth the assessment criteria. These are based on the contract's objective and associated wishes. Please refer to chapter 2: Contract description. Your answers and response to the criteria below must be included in the Tender in TenderNed. In your response, please remember to take into account the requirements specified in chapter 3.

A maximum of 100 points can be awarded for your response to the preferences (90) and the price (10). A further maximum of 10 points can be awarded for the presentation.

5.2 Wishes relating to quality

5.2.1 Wishes relating to: Quality of public experience and visitor interface

Max. points to be awarded	Assessment aspects
10	Extent to which the pavilion and public experience match the storyline (<i>Common Ground</i>)
20	Wow effect The impression must be amazing, original and distinctive
30	Total

5.2.2 Wishes relating to: Quality of the pavilion

Max. points to be awarded	Assessment aspects
5	Day-to-day usability: Functionality, cleaning, logistics and a pleasant living climate will be assessed
5	The degree of flexibility to accommodate the various visitor flows
10	The level of innovative applications inside the pavilion and the outdoor area
5 (fixed) or 10 (fixed)	Level of sustainability, with a sustainability certificate being applied. *Cf. below. - BREEAM level <i>excellent</i> or - BREEAM level <i>outstanding</i>
10	The level of circular approach. **Cf. below.
10	The extent to which the design approach is realistic and feasible in Japan (e.g. deployment of local networks, approach to local suppliers, experience and health approach, implementation of safety & security standards).
5	The extent to which the schedule/planning is feasible
5	The transparency level of budget
60	Total

*

With respect to the BREAM sustainability certificate:*

- With respect to the sustainability certificate, the minimum acceptable level is BREEAM-NL 'very good'. Extra points will be awarded if the level 'excellent' or 'outstanding' is achieved.

With respect to circular construction:**

- In the field of circular construction, we expect a description (max. 2 A4-sized pages) explaining how the basic principles of circular building, the 10 Rs, are represented in the design. For concrete representation in this respect, Prof. Jacqueline Cramer developed the 10 Rs to distinguish between the various circularity levels. The basic premise for circular construction is: the higher on the R ladder, the better. In practice, this primarily results in a choice between two approaches to materials use: using existing materials, elements and products to the greatest possible extent, or using (new) environmentally friendly materials free from toxic substances to the greatest possible extent. Use the materials in such a way that they can be disassembled and reassembled.

Niveaus van circulariteit (10 R's)

- **Refuse:** weigeren/voorkomen gebruik
- **Reduce:** gebruik minder grondstoffen
- **Redesign:** herontwerp met oog op circulariteit
- **Re-use:** product hergebruik (2e hands)
- **Repair:** onderhoud en reparatie
- **Refurbish:** product opknappen
- **Remanufacture:** nieuw product van 2e hands
- **Re-purpose:** hergebruik product maar anders
- **Recycle:** verwerking en hergebruik materialen
- **Recover:** energie terugwinning



5.3 Wishes with regard to presentation

Upon completion of the written assessment process, every Tenderer that has not been excluded on the basis of the formal requirements, is entitled to being invited to give a presentation. You will be informed of the time, date and location in a timely manner. We expect that the presentation will take place on the date stated in the schedule.

Max. points to be awarded	Assessment aspects
10	- Comments on the submitted written proposal - Visualisation of the pavilion with show/experience (through digital 3D where possible) - Quality of responses to the questions
10	Total

5.4 Wishes relating to prices/rates, exclusive of VAT

Max. points to be awarded	Assessment aspects
10	Pricing level
10	Total

5.5 Assessment method

5.5.1 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, insufficient	10%
No response	0%

Please note that the assessment of the sustainability certificate is fixed: 0, 5 or 10 points.

5.5.2 Assessment of wishes in relation to prices/rates

Score = (Lowest price tendered divided by own tender price) multiplied by the maximum available points = points awarded.

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'.

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 (maximum of 120 points).

The Tenderer's definitive total score, including the points awarded for the presentation, 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 are awarded the same definitive total score and this results in the Contracting Authority having to award the contract to more than the desired number of Tenderers, the Contracting Authority will award the Tenderer with the highest final score for the 'Wow factor' sub-criterion; in the event that 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 the Contracting Authority reserves the right to demand that the winning Tenderer provide the required evidence at a later time.

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. Upon the Contracting Authority's first request, the Tenderer must submit the required evidence within fifteen calendar days. 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. Should this occur, the Contracting

Authority will inform all Tenderers of the 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 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).

7.2.1 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 via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you may communicate via the following contact: andjanie.ramadhin@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 18:00 on 0800-8363376 or servicedesk@tenderned.nl. The manual can be consulted via <https://www.tenderned.nl/cms/voor-ondernemingen>.

7.2.2 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).

7.2.3 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.

The Contracting Authority's answers

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

The Contracting Authority will assume that all sections in relation to which no questions are asked, have been clearly and fully understood.

Information session

The Contracting Authority will organise a digital information session, where you will also have the opportunity to ask questions. All Tenderers will receive confirmation of the answers. These questions and answers are an integral part of this Tendering Document.

The information session will be held on Thursday 6 October 2022 at 9:00 CET via Teams Webinar. The information required to participate in the session will be published on TenderNed.

7.2.4 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.

7.2.5 Variants

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

7.2.6 Costs of submitting a Tender

See section 1.3 under the heading 'Procedure' for more information.

7.2.7 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.

7.2.8 Document ranking

In the event of inconsistencies between the Expo organisation's Guidelines, the Tendering Document and the Summaries of Additional Information and Changes, the order of precedence is as follows: 1. The most recent version of the Guidelines, 2. The Summaries of Additional Information and Changes, and 3. The Tendering Document.

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.

7.2.9 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.

7.2.10 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.

7.2.11 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'.

7.2.12 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.

7.2.13 Tender submission

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

- 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 recommends that you start the TenderNed registration process immediately rather than delaying it until (just before) 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 to the digital safe for this invitation to tender either prior to or on the day and time of the final deadline will be considered 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 view 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 alerts, or does so inadequately, please e-mail your contact at the Contracting Authority.
- Any risk stemming from overdue tender submission and/or submission of an incomplete Tender is 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 with all due confidentiality.

7.2.14 Structure and content of the Tender with checklist

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

* See section 7.2.16 in the event the Tender is submitted by a joint venture (consortium).

Checklist

Subject	Description	Action required by the Tenderer
Appendix 1	European Single Procurement Document (ESPD), completed	Complete, legally sign and upload to TenderNed (on the Documents tab).
Tender	The Tender with the information (comments/visualisations) for every wish defined in chapter 5 of this invitation to tender	Upload to TenderNed (on the Documents tab).
'Prices/Rates ' appendix	Prices/rates quoted in the Tender	Specify on the pricing sheet Upload to TenderNed
Video supplement	An illustration/visualisation of the proposal in a video of maximum 2 minutes.	Upload to TenderNed
Chapter 4.3.2	references	Upload to TenderNed

7.2.15 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.

7.2.16 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 principle 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 Contract award of the Contract and at the latest before the start of contract execution:

- the name, contact details and authorised representatives of the subcontractors that will be involved in the execution of work or the provision of services.

7.2.17 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.

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

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also 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 in question of their 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 may 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.

7.2.19 Communication and language

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

The Tender must be submitted in Dutch. The proposal must contain the 'concept visitor experience'. Visitors will experience the content of the Dutch pavilion in English (possibly with a Japanese translation). Point 4 (concept visitor experience) may therefore be submitted in English, too.

During the execution of the contract, communication should take place in Dutch (unless the Contracting Authority should decide otherwise).

7.2.20 General Terms and Conditions

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

7.2.21 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 proposed textual proposals. In the Summary of Additional Information and Changes, the Contracting Authority will indicate whether or not the proposals are accepted or rejected. 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.

7.2.22 Elucidation and verification of the Tender

The Contracting Authority may request the Tenderer to 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.

7.2.23 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 said 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 stakeholder must deliver a writ of summons 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. The Contracting Authority is not permitted to award the Contract by entering into the Contract for a period of 20 calendar days subsequent to electronic transmission of the Contract award decision.

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 Contract award decision, 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
Appendix 1 European Single Procurement Document
Appendix 2 Pricing sheet
Appendix 3 Model Contract UAV-GC 2005
Appendix 4 General Terms and Conditions UAV-GC 2005
Appendix 5 Complaints Procedure
Appendix 6 *Common Ground Narrative*
Appendix 7 Background information the Netherlands/Japan
Appendix 8 Pitfalls and points requiring attention
Appendix 9 Expo 2025 Contractors Service Providers
Appendix 10 Execution Planning

Guidelines provided by the Expo organisation:

Appendix 11-1 Master Plan Osaka Expo 2025
Appendix 11-2 Architectural & Construction Guidance for Type A Pavilions
Appendix 11-3 Design Guidelines for Type A (Self-Built) Pavilions
Appendix 11-4 BIM Requirements for Type A (Self-Built) Pavilions
Appendix 11-5 Universal Design Guidelines for Facility Implementation
Appendix 11-6 Construction and Demolition Work Guidelines for Self-Built Pavilions (Type A)
Appendix 11-7 Code of Sustainable Procurement
Appendix 11-8 Theme Guide
Appendix 11-9 Sustainability Policy
Appendix 11-10 Design guideline Appendix
Appendix 11-11 Plot Sheet