Tender Document

Invitation to tender in accordance with the European open procedure for the environmentally sustainable upgrade of an aeration system at the wastewater treatment plant of Zenein in Egypt

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Definition of terms

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

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

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the environmentally sustainable upgrade of the aeration system of the wastewater treatment plant (WWTP) in Zenein in Egypt.

You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering Authority and IUC-EZ

This tendering process is being conducted on the instructions of the Netherlands Enterprise Agency (RVO) of the Dutch Ministry of Economic Affairs.
IUC-EZ will act as process manager during this tendering process.

1.2 Reason for this invitation to tender

The Partners for Water (PvW) Delta Egypt initiative is part of the bilateral cooperation between the Netherlands and Egypt on water sectoral challenges and opportunities. The interdepartmental programme involves four Dutch ministries and their Egyptian counterparts. It aims to strengthen the cooperation on water and delta management between the partner countries on a number of water-related topics, with a priority on the water and agriculture nexus, coastal protection and water supply & sanitation sectors.

This technical upgrade assignment is to support a specific niche within the water and sanitation sector in Egypt. The project aims at the technical and operational upgrading of the automated aeration capacity at the wastewater treatment plant (WWTP) of Zenein in Egypt.

1.3 Time schedule

The schedule below applies to this tendering process.

25 September 2025	Issuing of publication, start of tendering period.
15 October 2025, 12:00 CEST	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
24 October 2025	Issuing of Memorandum of Information
5 November 2025, 12:00 CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
5 up to and including 24 November 2025	Assessment of Tenders.
26 November 2025	Announcement of the award of the Contract.
11 December 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
16 December 2025	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
17 December 2025	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

The assignment is part of a broader ambition to improve Egyptian WWTP infrastructure in an environmentally and economically sustainable way. The concrete goal of the assignment considers the reduction of CO2-eg. emissions and fossil fuel use through the modernisation of the WWTP's aeration regime (regarding both hardware and software issues) in the WWTP of Zenein, Egypt.

The activities should include the mapping and analysing of the new aeration system's installation and operational matters in order to create a manual for installations in other WWTPs in Egypt.

Further information regarding the objective, scope, anticipated activities and context of the assignment can be found in Annex 7: Terms of Reference.

2.2 Lots

The invitation to tender has not been divided into lots, because the assignment considers a single unit upgrade with all related activities linked to form a coherent programme. The assignment is indivisible because the various activities all encompass the same economic and technical function; the environmentally sustainable upgrade of the aeration system of the wastewater treatment plant (WWTP) in Zenein in Egypt. This can only be achieved if the activities are carried out in a coherent manner. Splitting up the activities leads to unclear responsibilities and means that coherence cannot be guaranteed, as a result of which the intended result cannot be achieved.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of twelve (12) months, including a unilateral option for the Contracting Authority to extend the contract by six (6) months. The maximum duration of the Contract is therefore eighteen (18) months.

If the maximum value is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Agreement without compensating the Contractor for this, in whatever form. See further in this regard the provisions in the (draft) Agreement.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value (including optional extension) of EUR 285,000 (exclusive of Dutch VAT and (if applicable) including all other local foreign VAT and all other costs and/or fees).

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

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

3. Requirements to this assignment

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

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period period and that you agree to the statement in Annex 8, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements relating to the requested services

The assignment contains the following deliverables to be completed by the Contractor – before the end of the Agreement:

3.1.1 An inception report containing:
- The assessment and verification of the provided technical report for Zenein WWTP regarding the software and hardware installation need for the automation upgrading;
- A proposal of workplan.

3.1.2 A progress report (mid-implementation; after six months from the starting date of the project) on:
- The purchase, installation and testing (including optimisation) of the hardware and software elements;
- The (planned) demonstration and transferring of optimal and sustainable operations - and the measuring of CO2-eq. reduction in operations. This activity will be executed in cooperation with the Egyptian WWTP operator (Holding Company for Water and Wastewater; HCWW);
- The eventual training/knowledge transfer to the local operator HCWW.

3.1.3 The final project report on the progress made and results achieved.

3.1.4 A (separate) report on the strategy and manual(s) for an efficient future upgrading of aeration regimes – at other Egyptian locations.

3.1.5 Monthly meetings with the involved representatives of RVO and HCWW.

3.1.6 The documents (requirements 3.1.1, 3.1.2 and 3.1.3) must be delivered in English, with an executive summary produced in English and Arabic. Note: the Contractor has to share the final versions of all deliverables generated throughout the project as one package at the end of the project. Reports have to be delivered in both PDF and MS Word (or a compatible format). Video material is to be delivered in the original format (.MP4) and, if applicable, with an external video link (e.g. YouTube).

3.1.7 A one-page project summary (of this assignment) has to be delivered at the end of the project for the purpose of contract transparency and external communication. This consists of a summary of activities, deliverables, project- and consortium partners (for Dutch partners: including KVK-number), impact on / connection with Sustainable Development Goals (SDGs) and a mention of the Partners for Water programme. The project summary should be delivered as a separate Word-file, in plain text, max. 1 A4 page and written in English. RVO will publish this summary and (a selection of) the deliverables on the website of the IATI-initiative, http://aiddata.rvo.nl.

3.1.8 Data/information generated during this project and deliverables that are part of the assignment, such as reports and other media, are (in principle, unless agreed otherwise) public information and will be made available through the IATI-website and/or the Partners for Water website. The organisation's own reporting formats (incl. logo's etc.) may be used but should include a colophon that indicates the introduction text as presented under item 1) of the Terms of Reference and a reference to the Partners for Water programme and/or the Government of the Netherlands.

3.1.9 A set (minimum of ten (10)) of licence-free high-resolution images (photos and/or other visuals) related to the project, which are available for use in any RVO and Partners for

water project- and/or programme-related outreach, online and offline, including the IATI-website.

3.1.10 Proactive delivery of at least two (2) LinkedIn messages related to key activities or communication messages/outcomes, including media materials such as photos or videos. The Contractor may use the organisation's own social media channels or propose messages to be spread through the Embassy's and/or RVO's LinkedIn channels.

3.1.11 A short article (suitable for external, standalone, non-professional communication) or interview, which can be used for Partners for Water related outreach through www.partnersvoorwater.nl, general RVO/Government outreach and embassy communication (the article must be translated to English and Arabic). This output (e.g. article) preferably includes quotes from local counterparts and the consortium member(s) about the process and local impact. The RVO communication department may be involved in preparation and review of the article.

3.1.12 Any other (=not defined above) project or project scope related communication initiated by the Contractor or subcontractors needs to include a reference to the support by the Government of the Netherlands through the Partners for Water programme.

3.2 Requirements relating to the composition of the executing team

The projects and activities that the experts have carried out and that states as a qualification requirement, must be sufficiently clearly described in the CVs, so that the Contracting Authority can verify - without further inquiry from third parties - whether you meet the requirement. The team members must make a substantial contribution to the execution of this assignment or the delivery of (partial) products.

Requirements relating to the project leader:

3.2.1 The project leader is the first point of contact for the Contracting Authority and key counterpart organisations during the complete execution of the Contract.

3.2.2 The project leader has a demonstrable background in stakeholder management, governance, project finance, agribusiness, water management, ecology or comparable profile.

3.2.3 The project leader has at least seven (7) years of experience in managing international projects and a strong capacity of working in complex multi-stakeholder environments.

3.2.4 The project leader has the ability to communicate in English at level B2 or higher (language level indication according to the CEFR - European Framework of Reference) or comparable to this B2 CEFR level.

Requirements relating to the project team members (not the project leader):
The project team members have demonstrable expertise in one (1) or more of the following fields of expertise, with the team as a whole addressing all relevant fields of expertise and/or requirements:

3.2.5 At least one (1) of the project team members has experience in water/wastewater treatment infrastructure development.

3.2.6 At least one (1) of the project team members has experience with wastewater aeration (operations).

3.2.7 Local expertise is represented with extensive knowledge on the wastewater treatment domain (including governance and the local regulatory framework).

3.2.8 At least one (1) of the project team members speaks Arabic. A locally based expert is a pre.

3.2.9 All of the project team members have the ability to communicate in English at level B2 or higher (language level indication according to the European Framework of Reference).

3.2.10 At least one (1) of the project team members has expertise on supporting a team in the logistical preparations required for the execution of this assignment, such as preparation and planning of interviews, meetings and workshops.

3.2.11 The Tenderer guarantees the necessary commitment and availability of the experts proposed in its Tender during the period of the term of the Agreement, and, in the event project team members can not be deployed anymore, ensures timely replacement by

employees with a comparable profile, so that planning and lead times of the project are not affected. Costs for replacement are for the account and risk of the Tenderer.

3.2.12 A change in the team must always be submitted to the Contracting authority for approval.

3.3 Requirements relating to the prices/rates

3.3.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the annex 2 entitled 'Financial Proposal'.

3.3.2 The price/rates must exclude Dutch VAT, but must include (if applicable) all local foreign VAT, and all other fees and/or costs. In any event, they must – at least – include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing and local travel and local accommodation expenses (excluding – if applicable - the accommodation and travel expenses concerning the DSA as stated in 3.3.3 and 3.3.4).

3.3.3 In case the expert is not based in Egypt, you may, when carrying out assignments in Egypt, invoice local expenses according to the flat rates on the UN-DSA list. Accommodation and local travel expenses in Egypt may be invoiced at the applicable Daily Subsistence Allowance (DSA) flat rates published by the International Civil Service Commission of the UN (https://icsc.un.org/). This list is updated on a regular basis.

3.3.4 If the expert is based in Egypt, DSA (Daily Subsistence Allowance) may only be invoiced when the expert travels to a project city other than their city of residence, and only after obtaining prior approval from RVO. Travel costs incurred within the expert's city of residence must be included in the daily rate.

3.3.5 The DSA costs (if applicable) must be included in the maximum proposed total price of the Tenderer.

3.3.6 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.

3.3.7 The Tenderer will not submit any zero or negative prices/rates.

3.3.8 The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties. You will also give the maximum total price. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.

3.4 Tax-related requirements

3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration *(Belastingdienst)* or other tax authorities.

3.4.2 The Tenderer will quote the prices according to the following structure:

- the amount excluding Dutch VAT and any VAT due outside the EU;
- the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
- the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

3.4.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

3.4.4 Contractor is liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, 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 law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.4.5 Tenderer guarantees that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

3.4.6 Contractor indemnifies the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.4.7 Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. **For extra certainty in this matter**, you can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M).
If you submit a statement from the tax inspector within 60 days of the award of the Contract that specifies that a **different** VAT rate applies, then the contract price will be increased to include the applicable VAT rate.
You are liable for any costs (extra or otherwise) in the event that you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority.

3.4.8 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 one of the services/amounts substantiated by you in the quotation. You will provide this statement 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.

3.5 Invoicing requirements

3.5.1 The following payment schedule applies:

- 20% after the kick-off meeting and updated planning;
- 20% after the submitting of evidence of purchase of hardware;
- 20% after the approval of the Progress Report (after month #6 in the implementation period;
- 20% after the full transfer of operations to the utility owner/manager;
- 20% after acceptance of all deliverables as mentioned in the Terms of Reference.

3.5.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.5.3 **For companies established in the Netherlands only**

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:

- The invoicing portal of the Dutch government
- E-invoicing with your own (accounting) software package through Peppol
- E-invoicing through a service provider

For companies not established in the Netherlands

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

3.6 Environmental requirements

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

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 1 'European Single Procurement Document':

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

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

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

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

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

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

Please refer to eCertis
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

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

4.3 Suitability Requirements

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

By signing the annex 1 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the

Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

By signing the 'European Single Procurement Document', the Tenderer declares:

a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
b. That the Tenderer is unaware of any possible claims against him that may compromise his 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. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):
Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

1. The Tenderer has experience with successfully executing and completing an environmentally sound WWTP aeration unit upgrade assignment. The Tenderer is requested to demonstrate the successful completing of a WWTP unit installation and testing projects;
2. The Tenderer has experience with urban water and sanitation projects in the MENA (Middle East and Northern Africa) countries. The Tenderer is requested to demonstrate a successful engagement executed in the MENA countries in the field of urban water and sanitation.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question;
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is

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

The total value of the reference assignment(s) must be at least EUR 75,000 excluding Dutch VAT. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments were carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence **(do submit together with the Tender)** by using Annex 6 Reference assignments:

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

The reference(s) must be signed by the referee (the client in question).
The references must also demonstrate that they have a value of at least EUR 75,000 excluding Dutch VAT.

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

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.
It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

A maximum of 100 points can be obtained for your response to the award criteria. A maximum of 80 points can be obtained for your response to the quality criteria. The Tenderer must score for each quality criterion a minimum of "*50% - Average*", according to the assessment scale mentioned in paragraph 5.4. If one or more quality criteria are assessed with a lower score, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the prices/rates. A maximum of 20 points can be obtained for the price criterion.

5.2 Quality criteria

5.2.1 Award criteria relating to expertise and team composition

The assessment considers the quality of the executing team and its members; in order to assess the candidate's ability to execute the assignment within the given time and budgetary limits – at an acceptably high quality. In the table below the assessment aspects are described.

To include in the submitted documentation - the CV's and the described responsibilities, roles or tasks of the proposed experts of the executing team:

- The CV's are to include an overview of comparable projects executed (see the Annex 7 – Terms of Reference for details);
- The descriptions of relevant experience must be sufficiently clearly described in the CV, so that the Contracting Authority can assess - without further inquiry from third parties – the award criterion;
- Only team members with a substantial contribution to the execution of this assignment need to be included in the submitting;
- Next to the CVs a description of the specific responsibilities, roles or tasks between team members needs to be included.

Max. no. of points available	Assessment aspects
30	The quality assessment of the individual and team expertise will be assessed based on: - Professional quality/qualifications of the proposed experts/team - *with a maximum of 20 points*: o The degree of demonstratable experience in wastewater infrastructure development preferably with the marking of specific experience with aeration equipment operationalization; o The degree of a demonstrable track record of designing environmentally sound, state-of-the-art WWTP aeration treatment modules/technologies; o The extent to which a balanced team with international knowledge, a demonstratable local presence & network is demonstrated; o The extent to which a team with experience in Egypt or the MENA (Middle East and Northern Africa) is presented; o The degree of proficiency in the Arabic language.

	- Quality (complete, concrete and realistic) of the description of the specific responsibilities, roles or tasks between team members connected to relevant expertise and project experience related to the tasks in the Terms of Reference (Annex 7) – *with a maximum of 10 points*. **Note**: - All relevant CVs and budget proposal need to be delivered as separate PDF-files. - Encouraged, this will not be part of the assessment: For environmental and budgetary reasons, it is strongly encouraged to propose an expert team and role division (local/international) in such a way that only limited intercontinental travel is necessary.

5.2.2 Award criteria relating to approach and work plan

The assessment considers the quality of the approach and work plan presented for the assignment. In the table below the assessment aspects are described.

Max. no. of points available	Assessment aspects
25	The quality assessment of the approach and work plan will be assessed based on the extent to which a convincing approach/work plan is presented for the assignment. The optimal 'Approach and work plan' section contains the descriptions of the approach (including a logical reasoning), the overview of necessary activities, the timeline of execution and the specific deliverables. Particular attention should be given to the following assessment aspects: - The extent to which a clear conceptual and methodological approach has been presented for this assignment, divided in work packages (e.g. hardware installation/implementation and technical assistance), connected to expert deployment and a planning for the activities/milestones/deliverables, including proposed involvement of key counterpart organizations as mentioned in the Terms of Reference; - The extent to which a complete, concrete and realistic project management and communication and deliverables strategy is presented: a description of the project management and communications strategy with all key counterpart organizations and a strategy for internal and external communication; - The extent to which a complete, concrete and realistic project risk analysis is presented: identify and describe the most important risks for this assignment. Detailed explanations are expected to the identified risks and their respective reduction or mitigating; - The extent to which the Tenderer's proposed allocation of staff, third-party inputs, and other resources per work package is complete, realistic, logically structured, and clearly substantiated – without reference to daily rates or total prices in the plan of approach / work plan. Tenderer shall submit in the plan of approach / work plan in addition to the full breakdown of the costs in the annex 2 'Financial Proposal', a price-neutral resource allocation table

	showing, per work package and activity: role / position of staff member, number of days allocated, key activity description, third-party involvement (if applicable), accommodation, travel, and other logistical arrangements (described in qualitative terms). No daily rates nor cost figures shall be included in this price neutral version in the plan of approach /work plan. **Note:** - The approach and the work plan are to include a clear description of the concrete contributions and responsibilities of the contributing experts. The response for this award criterium 'Approach and work plan' may not exceed ten (10) A4 pages with Verdana font (9pt) and a line spacing of 12 mm; excluding the front page, the table of contents, the planning and budget proposal. - Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4.

5.2.3 Award criteria relating to energy use/emissions

The assessment considers the quality of the improvement of the energy use and emissions presented for the assignment. In the table below the assessment aspects are described.

Max. no. of points available	Assessment aspects
15	This quality assessment will be based on the energy use and emissions according to: - The extent of improvement in energy use when compared to the baseline situation – under comparable conditions; - The extent to which the energy performance of the upgraded aeration equipment and regime demonstrates a considerable improvement in energy consumption. An indication on the expected improvement in energy use of the aeration unit – as a direct result of the upgrade – is to be indicated and argumented for based on benchmark data, the quality of the upgrade or other objective and/or standardized reference information/methods; - The extent that the proposed approach can contribute to the lessening of CO2-eg. emissions. **Note:** - A suggested upgrade that suggests/indicates no improvement in energy use will result in exclusion from further participation in the tendering process and will not be further assessed on the prices/rates. - Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4.

5.3 Award criteria relating to prices/rates

Max. no. of points available	Assessment aspects
30	Total submitted price excluding Dutch VAT and (if applicable) including all local foreign VAT, and all other costs and/or fees. This criterion will be assessed according to paragraph 5.5. **Note:** - The budget offered is a total maximum price regarding the complete Contract. - The total maximum price including the breakdown of the costs has to be submitted only via the attached annex 2 "Financial Proposal".

5.4 Assessment method for qualitative award criteria

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

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.5 Assessment of preferences in relation to prices/rates

Please fill in annex 2: Financial Proposal, legally sign and add to TenderNed.

Points will be awarded according to the total price offered in the Tender according to the following table, up to a maximum of 20 points.

Tenders with a total price above EUR 285,000.- (excluding Dutch VAT and including all local foreign VAT, fees and other costs) will be rejected. The points awarded for the total price will be based on the price ranges specified in the following table:

Total maximum price in Euros offered (excluding Dutch VAT and (if applicable) including all local foreign VAT, and all other costs and/or fees)	Points awarded
Offer is lower than EUR 230,000	20 points
Offer is EUR 230,000 up to EUR 240,000	18 points
Offer is EUR 240,000 up to EUR 250,000	16 points
Offer is EUR 250,000 up to EUR 255,000	14 points
Offer is EUR 255,000 up to EUR 260,000	12 points
Offer is EUR 260,000 up to EUR 265,000	10 points
Offer is EUR 265,000 up to EUR 270,000	8 points
Offer is EUR 270,000 up to EUR 275,000	6 points
Offer is EUR 275,000 up to EUR 280,000	4 points
Offer is EUR 280,000 up to EUR 285,000	2 points
Offer is EUR 285,000	0 points
Offer is higher than EUR 285,000	Rejection of the Tender

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the criterion "Price" (section 5.4). In the event that the highest scoring Tenderers also achieve an equal score for this criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's

request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.
You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Quintin Stoutjesdijk - Quintin.Stoutjesdijk@rvo.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or +31 (0)70 379 88 99 or via servicedesk@tenderned.nl. You can also consult TenderNed voor ondernemingen | TenderNed or TenderNed for foreign businesses | TenderNed.

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit eHerkenning gebruiken voor TenderNed | TenderNed for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed or English | TenderNed.

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

7.3.9 Information about the Tenderer's obligations

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

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

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

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

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

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
  The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit TenderNed gebruiken als ondernemer | TenderNed or TenderNed for foreign businesses | TenderNed.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31

(0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	Using annex 2: Financial Proposal: Prices/rates included in the quotation	Fill in, legally sign and add to TenderNed
Annex 6	Using annex 6: Reference assignments	Fill in, legally sign and add to TenderNed
Requirements and award criteria	The CVs of the expert(s) that demonstrate their experience and knowledge for the purpose of the requirements (paragraph 3.2) and the award criterion (paragraph 5.2.1)	Add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria	Add to TenderNed

* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

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

If the principal contractor <u>*does*</u> rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor, on whose capacity the principal contractor *does* rely, must provide the evidence requested for the Tender.

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

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

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).

Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

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

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

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

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

7.3.20 Communication and language

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

The Tender must be submitted in English.
Additional documents (such as informational materials etc.) must also be provided in English.

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

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

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

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

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

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

Annexes

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

Annex 1: European Single Procurement Document
Annex 2: Prices/Rates
Annex 3: Draft Contract
Annex 3a: Draft Data processing Agreement
Annex 4: ARVODI-2018
Annex 5: Complaints Procedure
Annex 6: Reference assignments
Annex 7: Terms of Reference
Annex 7a: Zenein Assessment Report
Annex 8: Statement on sanctions Russia