



## Annex 1 – Requirements and Conditions

This Annex sets out the requirements imposed by the Contracting Authority with regard to the requested services and the applicable prices and rates.

By submitting a proposal, the Tenderer expressly agrees to all requirements laid down in this request for proposal and declares that it will continue to comply with them throughout the entire performance period of the Agreement concluded with it. In addition, the Tenderer confirms that it will honour all quoted prices and rates, including any agreed indexations.

### 1. Requirements regarding the Services

- 1.1. The Tenderer is responsible for and holds, in accordance with applicable European and national legislation, the necessary permits to transport, temporarily store and process hazardous fireworks up to Class 1.1G, both in the Netherlands and abroad.
- 1.2. For transport of the Single Waste Stream to another country, **the Contracting Authority is responsible for the EVOA notification**. The Contractor shall provide all required information and documentation in a timely and complete manner to enable the application to be submitted correctly.
- 1.3. The Contractor shall ensure that storage capacity is sufficient to safely and legally accommodate large-scale seizures of hazardous fireworks, up to at least 200 tonnes at a time, in compliance with the conditions of the applicable permits.
- 1.4. Storage facilities shall comply with all applicable European and national legal requirements, including but not limited to the Bundes-Immissionsschutzgesetz (BImSchG) and the Sprengstoffgesetz (SprengG).
- 1.5. Processing (destruction) shall take place within the European Union.
- 1.6. The assignment will be laid down in an Agreement, the draft version of which is included in Annex 2 Draft Agreement Hazardous Fireworks.
- 1.7. Collection (at the location of the Participating Service) and transport of the Single Waste Stream is part of the assignment. The Single Waste Stream will be made available for transport by the Contracting Authority. Transport between the Contracting Authority's location and the processing site shall take place sealed. This process will be aligned between the parties after award.
- 1.8. The Tenderer agrees that ownership of the Single Waste Stream transfers to the Contractor at the moment of hand-over at the Contracting Authority's location.
- 1.9. The frequency of transport will be determined by the Contracting Authority. The Contractor shall collect the Single Waste Stream at the request of the Contracting Authority. The maximum response time is 3 calendar days from the moment the Contracting Authority requests collection of the Single Waste Stream for processing. The Contractor shall collect the Single Waste Stream within this period and transport it to the processing or temporary storage site.
- 1.10. The Contractor shall have a fixed contact point for transport requests. Requests for collection of the Single Waste Stream shall be confirmed by e-mail within 3 calendar days. Within these 3 days, the parties will agree on a specific collection time.
- 1.11. Collection of the Single Waste Stream shall take place on working days between 08:00 and 17:00 hours. Deviations from these times are only possible following timely coordination (at least one day in advance) and with the approval of the Contracting Authority.
- 1.12. The Contractor shall use vehicles with a minimum European emission standard **of Euro 6**. Vehicles used for transport must be in good condition and be representative.
- 1.13. Vehicles shall be equipped with a **certified SCM Class 5 live track & trace system** to monitor the exact location of deployed vehicles. The Contractor must be able to demonstrate the route driven. The route is designated and part of the EVOA permit. Dutch and German authorities require the use of only that specific route.
- 1.14. The Tenderer is capable of transporting quantities of at least **22,000 kg per shipment**, subject to applicable laws and regulations.

- 1.15. The Contractor shall be able to accommodate peak loads in the transport and processing of hazardous fireworks. If the Contracting Authority transfers more hazardous fireworks than described in the Request of Proposal, the parties shall consult on this matter.
- 1.16. The Contractor is responsible for ensuring that the processing and/or storage location is adequately secured.
- 1.17. The Contractor is responsible for weighing and recording the transported Single Waste Stream. This may take place on the vehicle or otherwise, provided the traceability of the weight is guaranteed.
- 1.18. For determining the weight, the Contractor shall use calibrated scales;
- 1.19. Weighing shall be in kilograms and accurate (a deviation of a maximum of +20 kg or -20 kg is permitted).
- 1.20. Hazardous fireworks collected shall be destroyed as far as possible by process of first in-first out **within 90 calendar days** by the Contractor. This period commences at the moment the Single Waste Stream is collected at the Contracting Authority's location. If this period cannot be met, the Contractor shall notify the Contracting Authority's contact person in a timely manner.
- 1.21. After destruction of hazardous fireworks, the Contractor shall provide a destruction certificate to the Contracting Authority's contact person. This certificate shall at least contain an overview of the collected quantity (in kg) and the destroyed quantity (in kg) of hazardous fireworks including Contracting Authority's goodsnumber/ partnumber / SAPnumber
- 1.22. During the term of the Agreement, the Contracting Authority may put a second storage location in the Netherlands into operation. In that case, the Contractor will be informed and shall also collect hazardous fireworks from the second storage location. For the calculation of transport costs, the Contractor shall then use the same distribution key (price per kilometre) as for the current storage location, see Annex 6 Price Sheet Hazardous Fireworks.
- 1.23. The Contracting Authority is entitled to have an external audit carried out on the Contractor's process for transporting and processing the Single Waste Stream.
- 1.24. At the request of the Contracting Authority, the Contractor shall provide an external auditor's statement (within 8 weeks) to the Contract Manager of the Contracting Authority. This statement shall confirm that the weighing of the goods and the related invoicing have been carried out correctly. The costs of the external auditor's statement shall be borne by the Contractor if deficiencies are found. If no deficiencies are found, the costs of this statement shall be borne by the Contracting Authority.

The Contracting Authority will request an auditor's statement in the following situations (non-exhaustive):

- The Contracting Authority observes or suspects that weighing is not being performed; and/or
- The Contracting Authority observes or suspects that the weighing of the goods and the related invoicing has been performed incorrectly.

## **2. Additional Requirements: Permits, Certifications and Transport**

- 2.1. Permits and Certifications
  - 2.1.1. In addition to the general requirement to hold all necessary permits, the Contractor shall explicitly demonstrate possession of, or access to, the following permits where applicable: ADR licence for the transport of dangerous goods; GüK licence and §54 KrWG authorisation (if qualified as waste under German law); permits under the Bundes-Immissionsschutzgesetz (BImSchG); and permits under the Sprengstoffgesetz (SprengG).
  - 2.1.2. The Contractor shall hold a certified quality management system (ISO 9001 or equivalent) and a certified environmental management system (ISO 14001 or equivalent).
- 2.2. Transport

- 2.2.1. If the duration of a transport operation exceeds statutory driving time limits (for example, a 13-hour journey from Ulicoten to the designated German storage site), the Contractor shall ensure deployment of a second driver to guarantee continuity, compliance with legal requirements and safety of transport.

### **3. Requirements regarding the Contractor's Personnel**

- 3.1. The Contractor shall ensure that personnel (including any subcontractors) who come into contact with the Contracting Authority or its staff present a representative appearance. By representative appearance, the Contracting Authority means at least: neat and clean company clothing, safety shoes and no excessive jewellery. Tattoos shall be covered by clothing as much as possible. In addition, such personnel shall be proficient in **Dutch or English** in both spoken and written form.
- 3.2. The Contractor shall ensure that both its own personnel and any subcontractors are visibly identifiable as such. This shall be achieved at a minimum by means of a company ID card and a valid ADR certificate carried by the employee. The company ID card shall contain at least the following information: employee's name, photo and the Contractor's company name.
- 3.3. Drivers and/or escorts of the Contractor are not permitted to smoke during the performance of any activities at workplaces (including inside vehicles) or at the Contracting Authority's sites.
- 3.4. The Contractor is responsible for ensuring that both its personnel and any subcontractors involved in the services can always identify themselves with a valid official identity document.
- 3.5. The Contractor's personnel must be trained and competent to perform the required tasks. The Contractor is responsible for the conduct and actions of its personnel throughout the chain. Should damage occur due to the actions of the Contractor's personnel, subcontractors or auxiliary persons, the Contractor accepts liability for such damage.
- 3.6. The Contractor's personnel (and any subcontractors) shall at all times follow instructions and directions given by staff of the Contracting Authority while on site.
- 3.7. The Contracting Authority may request the replacement of personnel of the Contractor. Such a request shall not be made on unreasonable grounds. The Contractor shall comply with such requests.

### **4. Information Requirements**

- 4.1. The Contractor shall maintain waste data in a waste administration. At a minimum, the following data shall be recorded:
- Collection date
  - Quantity of hazardous fireworks collected in kg (weighing slips)
  - Quantity of hazardous fireworks destroyed in kg (destruction certificate)
  - Including Contracting Authority's goodsnumber/ partnumber or SAPnumber
- 4.2. The Contractor shall handle the Contracting Authority's data with care:
- All data generated during the Agreement and related to the Agreement may not be disclosed to or sold to third parties.
  - Address data shall be deleted from the administration after expiry of the Agreement. No link may remain between the waste data and the Contracting Authority's location(s).
  - **The Contractor shall process all data in compliance with the General Data Protection Regulation (GDPR).**
- 4.3. The Contractor shall retain the waste administration as described under requirement 3.1 for at least 5 years.

### **5. Chain Requirements**

- 5.1. If the Contractor is not the final processor, the Contractor shall provide insight into the chain with its tender (and subsequently on an annual basis). For each process step, the Contractor shall specify: the party involved, the processing location, the processing

method applied, and the relevant environmental measures. The description shall be sufficiently detailed to make the environmental impact of each step transparent.

- 5.2. Landfilling of the Single Waste Stream or of (raw) materials resulting from the Single Waste Stream does not constitute a useful application and is therefore not permitted.
- 5.3. When working within the chain, the common security of information shall be the foundation. The organisations involved are independent but also interdependent in achieving the joint (chain) objectives. The Contracting Authority attaches great importance to the continuous protection of its information. The handling of this data requires a working method that safeguards the confidentiality and integrity of such data. The Contractor shall comply with the General Data Protection Regulation (GDPR).

## **6. Reporting Requirements**

- 6.1. The Contractor shall communicate in accordance with Annex C Working Method within the Agreement.
- 6.2. Reports shall be submitted in accordance with Annex A KPI Hazardous Fireworks of the Agreement.
- 6.3. The Contracting Authority may agree with the Contractor on additional customised reports or a different reporting period. No compensation shall be paid to the Contractor for this.
- 6.4. Meetings shall take place at the request of the Contracting Authority, at least once every six months. Agenda items for these meetings shall include, among others:
  - KPIs;
  - Reports;
  - Escalations/actions from previous meetings;
  - Consequences of underperformance (failure to meet KPI standards);
  - Market developments;
  - Relevant developments at the Contracting Authority;
  - Bottlenecks/risks.
- 6.5. Throughout the term of the Agreement, the Contractor shall provide one fixed contact person and one deputy contact person as point of contact for questions and requests at strategic, tactical and operational level.
- 6.6. Personnel maintaining client contacts shall have adequate communication skills and shall be proficient in Dutch or English in both spoken and written form.

## **7. Requirements relating to KPI's**

- 7.1. Contractor must at least meet the requirements as set in Appendix A KPI. For each of the KPI's is describes; which standard must be achieved, the period of time in which the KPI must be achieved, the consequence associated with not meeting the KPI and which party provides the information.
- 7.2. If the Contractor does not meet a KPI with a recovery plan as a consequent or if the contract manager has determined that a recovery plan is necessary, the Contractor will use the format as included in Annex B.

## **8. Indexation**

- 8.1. Indexation requests may be submitted once per year, exclusively in the month of October. Requests submitted before or after this period will not be considered for the following year. Indexation requests shall be addressed to: [categorie.afvalzorg@RVO.nl](mailto:categorie.afvalzorg@RVO.nl)
- 8.2. Prices and rates may be adjusted in accordance with the CBS index "CAO wages per hour including special bonuses, Sectors/branches: M-N Business Services." The monthly figure of the most recently published month shall apply, with the index figure of the contract commencement month set at 100%.
- 8.3. The Contractor shall submit the request together with a detailed CBS StatLine printout and a reference to the relevant Agreement with the Contracting Authority. The request shall specify the previous and revised prices and rates.
- 8.4. Upon receipt, the Contracting Authority shall confirm to the Contractor whether the request has been approved.

- 8.5. In the event of demonstrable and substantial increases in processing costs resulting from changes in legislation or external market factors, the Contracting Authority and the Contractor shall consult on a reasonable adjustment of the rates.
- 8.6. Invoicing shall be based on actuals: the Contractor shall invoice monthly on the basis of the actual processed quantities of Hazardous Fireworks. Each invoice shall be accompanied by a weighing slip per stream, as agreed in execution.

*For the purposes of this Agreement, "CBS StatLine" denotes the official online statistics database maintained by Statistics Netherlands (Centraal Bureau voor de Statistiek). The Contractor shall export the relevant series from CBS StatLine and include that export as the supporting printout for any indexation request.*

## **9. Tax-related requirements**

- 9.1. If the Tenderer indicates that no VAT is to be charged, the Tenderer agrees to provide the Contracting Authority with the supporting evidence for this position within fifteen (15) calendar days upon request.
- 9.2. The Contractor shall remain liable for any additional costs related to VAT or comparable turnover taxes in the relevant jurisdiction if such taxes were wrongly not charged or charged at an incorrect amount. When services are deemed, under applicable tax law, to be supplied in the Netherlands, the Contracting Authority (or the Participating Service) will be responsible for remitting the VAT due in the Netherlands.
- 9.3. All amounts offered by the Tenderer shall be inclusive of all applicable duties, levies and taxes (or amounts equivalent thereto), regardless of the name under which they are imposed and the jurisdiction in which they are levied.

## **10. Corporate Social Responsibility**

- 10.1. Social Return on Investment (SROI) does not apply to this assignment.
- 10.2. The Contracting Authority attaches great importance to corporate social responsibility and expects the Contractor to actively contribute to sustainability and safety.

## **11. Future Developments**

- 11.1. The Contracting Authority reserves the right to expand the scope in future to include related explosive waste streams (e.g. munitions or propellant residues), provided the Contractor holds the necessary permits.
- 11.2. New technologies (such as pre-treatment in the Netherlands) may lead to adjustments in the execution during the contract period.
- 11.3. By submitting a proposal, you declare that you fulfil all requirements set out in this request for proposal. Failure to meet one or more requirements means exclusion from further assessment and cancellation of the proposal.