



Annex 2 Programme of Requirements for parcels 1 to 8

Subject : **Framework agreement for consultancy
services and specific expertise for
Aviation 3**

Procedure : **European Public Procurement Procedure**

TenderNed reference : **TN 566654**



1.1 Programme of Requirements

In this Section, the Requirements are described. All requirements mentioned in this section are knockout criteria. If you do not agree or only partially agree with one or more of the Requirements in this section, the Tender will be invalid and will not be further assessed. This means you are not eligible for the contract award. In Annex 5, Mandatory forms to be completed, *Declaration of Conformity*, you must indicate your agreement to the Requirements set out therein.

Number	Description of Requested Service Provision
RS-1	If the Contractor issues a contract on behalf of the Client, the Contractor shall comply with – and act in full accordance with – the applicable laws and regulations.
RS-2	The Client reserves the right to deviate from this procedure in incidental cases, such as in the event of a potential conflict of interest, due to the policy-specific nature of the contract (contracts with a specific politically/administratively sensitive focus may be put out to tender outside the ROK) and/or in the case of strictly confidential or secret contracts, upon further request for quotation.
RS-3	The Tenderer declares that it has a national coverage area (the whole of the Netherlands/optionally also the Caribbean).
RS-4	Contracts carried out in the Caribbean are an optional part of the Framework Agreement. By optional, the Client means: In exceptional circumstances.
RS-5	The Tenderer declares that it has, or will establish, a complaints procedure that sets out the registration, reporting, and follow-up of complaints. The Contractor shall make these available to the Client and ensure their correct implementation.
RS-6	The Tenderer declares that it is able to respond to 'social emergencies' (such as the Covid-19 emergency). The consequence of this may be that (physically and technically) work must be carried out somewhere other than at the Client's location.
RS-7	The Client shall apply the (most recent) <i>Memorandum on the Separation of Interests</i>¹ if it is found that there may be a (perceived) conflict of interest in a forthcoming request for proposals. The basis for a closer assessment, as outlined in this memorandum, may originate with a contracted party or the Client. If it subsequently transpires that a supplier should be excluded from a subsequent request for proposals, they will be notified of this in writing. If a supplier suspects a conflict of interest arising from a specific contractor competing for a contract, it must notify the Client as soon as possible, but no later than before submitting a detailed quotation, so that the Client can conduct a thorough investigation in good time.
RS-8	Within each parcel, so-called independent verification assignment (competitive) may be organised. An independent verification assignment involves verifying work performed by another party. The party that carried out the work will be excluded from a subsequent request for the independent verification assignment.

¹ [Separation of interests | Rijkswaterstaat \(Ministry of Infrastructure and Water Management\)](#)



Number	Description of Legal requirements
L-1	All information provided by the Tenderer has been completed truthfully and can be substantiated by the Tenderer. The Client reserves the right to claim compensation and/or terminate the agreement in the event of incorrect and/or incomplete information and/or failure to fulfil the terms of a Tenderer's offer.
L-2	The Tenderer unconditionally agrees to the provisions of the Descriptive Document with all accompanying annexes, as well as to the draft Framework Agreement, to which only the General Government Procurement Conditions for Services (ARVODI) 2025 apply.
L-3	The Tenderer fully complies with the draft Framework Agreement, whether or not amended as a result of the Contracting Authority's response to any MoIs, as attached.
L-4	The Tenderer guarantees that the deployment of candidates/performance of the Contractor's service provision will not give rise to any conflict of interest in the performance of any subsequent agreements. The Contractor has a duty to report any potential conflicts of interest.
L-5	The Tenderer declares that the Tender has been signed by the person(s) who can legally represent the Tenderer's organisation for this tender and who is authorised/mandated to do so.
L-6	The Tenderer agrees, also in the context of the AVG (GDPR), that the contact details (in any case consisting of names, telephone numbers and email addresses) of the contact persons to be named by the Tenderer will be shared with the Client of this procurement procedure. The Tenderer hereby indicates that it has no objection to the inclusion of these contact details in the Framework Agreement Manual, which is accessible to Participants and other Framework Contractors.

Number	Description of requirements for Personnel and Organisation
PO-1	In addition to Article 11 ARVODI 2025: The Tenderer declares that the Contractor's candidates will treat all confidential and sensitive information, both commercial and public, as confidential. This also includes information sets created by aggregating and combining information that is in principle public and that should be considered sensitive. Screening may form part of the selection procedure when hiring.
PO-2	The Tenderer declares that it is able to provide a full and competent workforce from the commencement of service provision and throughout the entire term of this Framework Agreement. For the performance of the Subsequent Agreement, the Contractor shall deploy the employees offered in the Subsequent Quotation.
PO-3	If the Client believes that a consultant does not (or no longer) meet the qualifications required, or is unwilling or unable to perform the Services properly, depending on the nature of the house rules, or repeatedly acts in contravention of the Client's house rules or in any other way breaches the Client's trust, the Client shall be entitled, after evaluation of the Services, to require the Contractor to replace the consultant at the Client's first request.
PO-4	The Tenderer declares that, in the event of replacement of the candidate(s) deployed, the Contractor will ensure the transfer of knowledge between the departing and newly deployed candidate(s) with respect to procedures, working methods, and related matters. No costs may be charged to the Client for this.
PO-5	The Tenderer declares that candidates deployed to carry out the contracts have the requisite knowledge and experience with the applicable laws and regulations.
PO-6	The Tenderer declares that, prior to the deployment of employees, it will submit a Certificate of Good Conduct (VOG) for employees upon request.



PO-7	The Tenderer declares that, upon request, it will submit a declaration of integrity signed by the individual employee(s) to be deployed prior to the deployment of employees. The format is included in Annex 10 Government Model Integrity Declaration for External Parties and in Annex 11 Government Code of Conduct for Integrity.
PO-8	All further questions will, in principle, be asked in Dutch. The Tenderer declares that the Contractor's employee(s) to be deployed are proficient in spoken and written Dutch. This requirement does not apply to contracts where it has been decided in advance that the working language will be English.
PO-9	The Tenderer declares that it is aware that, upon entering the Client's premises, candidates deployed by the Contractor must present valid identification.
PO-10	(Candidates of) the Contractor must comply with the Client's access policy.
PO-11	The Tenderer agrees that the Contractor and the Contractor's employees must familiarise themselves with and comply with the house rules and rules of conduct applicable at the Client's locations.
PO-12	When deploying the Contractor's employees, the Tenderer shall provide all legally required documents and registrations and, where necessary, make these available to the Client without being asked.

Number	Description of requirements for Communication and Reporting
CR-1	The Client considers it important that a robust communication structure be in place for the implementation of the Framework Agreement. The Tenderer shall appoint a single contact person for this procurement procedure. This contact person is authorised to enter into legally binding agreements on behalf of all companies and partnerships participating under the Tenderer. The Lead Agent shall handle all communication, including the submission of subsequent quotations and the conclusion of subsequent agreements, during the term of the Framework Agreement with the Client.
CR-2	In the event of a change/succession/replacement of the contact person, this shall be communicated to the Client at least two weeks in advance.
CR-3	Depending on the needs of the Client and/or the Contractor, an evaluation meeting will take place between a contact person or persons designated by the Client and the Contractor's contact person.

Number	Description of requirements for the Application Process
AP-1	The Contractor agrees that the minimum tender validity period in the event of a Subsequent Quotation Request shall be 30 calendar days.
AP-2	The Tenderer agrees that for contracts with a total estimated value of €50,000.00 (excluding VAT) or higher, the request for tenders will be conducted by means of a mini-competition and that further contracts with a value of less than €50,000.00 (excluding VAT) may be requested directly from one of the Contractors under the Framework Agreement. For these contracts, no extension option is possible if the contract value, including extensions, exceeds €50,000.00 (excluding VAT).
AP-3	The Contractor agrees that, upon receipt of a Subsequent Quotation Request for a best-efforts assignment (hiring), it will submit a detailed quotation within a maximum of 5 calendar days, calculated from the date of dispatch of the Memorandum of Information. If a detailed quotation is not submitted on time, it will not be included in the assessment and will be considered a 'no offer'. Depending on the nature of the Subsequent Agreement, deviations from the above-mentioned term are possible.



AP-4	The Contractor agrees that, upon receipt of a Subsequent Quotation Request for a results-based contract, it will submit a subsequent quotation within a <u>maximum</u> of 10 calendar days, calculated from the date of dispatch of the Memorandum of Information. If a detailed quotation is not submitted on time, it will not be included in the assessment and will be considered a 'no offer'. Depending on the nature of the Subsequent Agreement, deviations from the above-mentioned term are possible.
AP-5	The Contractor agrees to an exclusivity period of ten (10) working days after the closing date for tenders in a Subsequent Request for Tenders for the candidate(s) offered.

Number	Description of requirements for pricing
Pr-1	The contract awards under the Framework Agreement to be concluded shall be effected by Subsequent Agreements. Subsequent agreements may be concluded on the basis of actual costs or a fixed price.
Pr-2	The Tenderer is obliged to: - to join the implementation of Electronic Ordering and Invoicing (EBF) at no additional cost (see also Requirement EF-3). - to cooperate, at no additional cost, in using UBL 2.0 as the exchange format for digital invoicing (see also Requirement EF-5).
Pr-3	The (hourly) rates (excluding VAT) offered in the subsequent Quotations are all-inclusive for both normal and urgent requests. The following costs are included in any case: salary costs, employer costs for risk coverage (including statutory contributions, insurance and employer contributions), domestic travel and accommodation costs, parking costs, overheads (including accommodation and salary costs for non-productive staff), the costs of support work, training costs, recruitment and selection costs, replacement of personnel, the costs of using equipment (both hardware and software) incurred as a result of the assignment, and the profit margin. Travel and accommodation expenses abroad are reimbursed in accordance with the applicable laws and regulations of the central government. In the Subsequent Quotation Request, the Client shall indicate whether and how compensation for any required screening will be provided. It is <u>not</u> possible to pass on other costs retrospectively (after issuing a Quotation).
Pr-4	Any potential variations (additional or reduced work) on contracts based on subsequent calculation will be charged at the hourly rates specified in the Subsequent Agreement.



Number	Description of requirements for Social Return
SR-1	The Central Government wants everyone to participate in society as much as possible. This means that everyone has the prospect of employment and income. The Central Government stimulates this through procurement, among other things. The Central Government wants to encourage business owners to hire disadvantaged job seekers when issuing tenders. This is called social return on investment (SROI). It has been stated that the service provision to be procured can be classified as <i>high-quality</i> and <i>knowledge-intensive</i> service provision. The focus of the SROI activities for this procurement procedure is therefore on '<i>sharing knowledge to achieve SROI impact</i>'. In that context, the following requirements are imposed on the Contractor: The supplier shall annually allocate 2.5% of the turnover invoiced by it and paid by IenW to contribute to SROI. This percentage (as already discounted in the invoices sent) must be used for one or more of the following activities; a. Providing workplaces for people with occupational disabilities or psychosocial issues; b. Offering internships; c. Giving lectures/workshops or classes in order to contribute to increasing the knowledge of a target group that would not receive this knowledge without the Contractor's contribution, but which can use this knowledge for development in the labour market; d. Contribution to SROI reserve in order to develop an initiative at a later date, no later than 1 year after the expiry of the Framework Agreement; e. Contribution to a third party that specialises in achieving SROI.
SR-2	The supplier must send a report annually (deadline 1 March for the previous year) (to the account holder), showing: a. What turnover was invoiced and paid by IenW in the previous year; b. The total amount made available for SROI; c. The method (and specification) of spending the amount.
SR-3	The report must be submitted digitally to the contract manager.
SR-4	A year runs from 1 January to 31 December. The first report will therefore cover the period from the conclusion of the contract up to and including 31 December 2026. The deadline for that report is 1 March 2027. The second report will cover the period from 1 January 2027 to 31 December 2027, and the deadline is 1 March 2028, etc.
SR-5	Failure to submit a report (even if it is €0) will be considered a breach of contract and will be treated as such.
SR-6	The percentage mentioned refers to the percentage of the net amount. This is the final amount of the invoice (including VAT) as sent to the Ministry.



SR-7	The costs to be incurred may (exclusively) consist of: a. Hourly rates (preparation and implementation) b. Internship allowance c. Location rental d. Supervision costs e. Workplace adaptation costs f. Contributions to third parties or internal SROI reserve
SR-8	The degree of confidentiality of the report must be indicated by the supplier itself. If confidentiality is not stipulated, the report will be used for the Ministry's normal business operations. The reports will not be shared with other Contractors.

Number	Description of requirements for Electronic Ordering and Invoicing
EI-1	The Tenderer agrees that, if the Client is connected to an automated system for the digital support of request, order, delivery, authorisation, invoicing, and/or payment processes, information transfer between the Client and the Contractor will take place exclusively via this system.
EI-2	After the contract is awarded, the Tenderer is obliged, from the first delivery, to issue invoices exclusively in electronic format and submit them electronically for processing. You must submit your invoices via e-invoicing. For more information about e-invoicing, please refer to the website: www.helpdesk-efactureren.nl . Here you will also find a guide 'Handreiking factuur Rijk' (Guide to Government invoicing). Please send your e-invoice, including the necessary supporting documents for the service provision provided, to: Ministry of Infrastructure and Water Management UDAC/F&I/089 Postbus 20906 2500 EX Den Haag (NL) More general information about e-invoicing and the invoice requirements at IenW can be found on the website: https://www.rijksoverheid.nl/ministeries/ministerie-van-infrastructuur-en-waterstaat/e-factureren-bij-het-ministerie-van-infrastructuur-en-waterstaat
EI-3	The Tenderer is obliged to participate in the implementation of Electronic Ordering and Invoicing (EBF) (see also Home Helpdesk e-factureren (helpdesk-efactureren.nl)).
EI-4	In view of the transition to the global/UN/CEFACT standard, the Tenderer will cooperate in using UBL 2.0 (NLCIUS) as the exchange format for digital invoicing. The Tenderer may also use a different exchange standard, provided it is compatible with government e-invoicing.

Number	Description of requirements for Information and security
IS-1	Where no specific security guidelines have been established for the contract, the Contractor must implement at least the measures required for Basic Security Level 2 of the most recent version of the Government Information Security Baseline (BIO). bio-versie-104zv_def.pdf (bio-overheid.nl)



IS-2	The Contractor must demonstrate that the security requirements are being met. This can be done, for example, by submitting appropriate certification in the field of information security and cybersecurity. The IenW reserves the right to conduct its own audit if necessary.
IS-3	The Contractor is also requested to indicate where it sees major risks in the area of information security and cybersecurity and how it believes measures have been/are being taken to mitigate these risks. The Contractor is requested to coordinate this with the Client. The Contractor is requested to repeat this annually during the term of the contract.
IS-4	Accessibility PDF/Word/PPT: The Contractor shall deliver all documents (including PDF, Word and PowerPoint) in accordance with the accessibility requirements of WCAG 2.2 level AA, insofar as technically applicable to the file format, and in accordance with PDF/UA-1 (ISO 14289-1). Testing and assurance are carried out in accordance with European standard EN 301 549. Verification: The Tenderer demonstrates that this requirement is met by: · submitting a sample file or template that demonstrably complies with WCAG 2.2 and PDF/UA-1 (tested with PAC 2024 or equivalent), or · providing a description of the process by which the accessibility of documents is systematically ensured, or · submitting an independent accessibility assessment from a recognised expert agency. Explanation: An accessible document meets the following requirements, among others: · a correct and complete tag structure (headings, lists, tables, alternative texts); · a logical reading order; · a completed document title and language setting; · sufficient colour contrast and easily scalable text; · keyboard-accessible interactive fields and buttons. The Contractor is responsible for delivering all products that are shared digitally with the Client in an accessible format, regardless of the file format.
IS-5	Contractors who deliver products (reports, dashboards, etc.) containing numerical data (such as tables, graphs or maps) shall, in addition to the end product, also deliver the dataset they have processed.
IS-6	The processed dataset is delivered in a standard format, usually one or more CSV files, accompanied by a complete metadata file.
IS-7	Subsequent agreements regarding file names and metadata to be supplied may be established per contract. The dataset must in any case be clearly linked to the delivered product.
IS-8	If underlying (source) datasets have been used: • If the source is publicly available, contractors shall refer to the official, permanent location and indicate the version/date of consultation. • The underlying (source) dataset itself does not need to be included.
IS-9	Delivery of the processed dataset and metadata shall take place simultaneously with delivery of the relevant product, unless otherwise agreed in writing.



IS-10	Unless the Parties agree otherwise, all copyrights and database rights to the results of the Services shall belong to the Client. The Contractor shall transfer these rights to the Client at the time they arise, and the Client accepts this transfer in advance.
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