Tender Document

Invitation to tender in accordance with the European open procedure services from International Marketing and Communication Support – Promotion of the Netherlands as Business Location for FDI

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Contents

Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), department of the Ministry of Economic Affairs.
NFIA	Netherlands Foreign Investment Agency, a unit of RVO.
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*), General Government Purchasing Conditions.
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 anonymized 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 framework agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.

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 International Marketing and Communication Support for the Netherlands Foreign Investment Agency (NFIA)– Promotion of the Netherlands as Business Location for Foreign Direct Investment (FDI).

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 Ministry of Economic Affairs. The Procurement Office (IUC-EZ) will act as process manager during this tendering process.

Netherlands Foreign Investment Agency (NFIA)

The NFIA is the official 'Investment Promotion Agency' for the Netherlands, tasked with identifying and supporting foreign companies looking to establish or expand operations in the Netherlands. The NFIA is an operational unit of the Ministry of Economic Affairs and is jointly managed by the Minister for Foreign Trade and Development Cooperation. The NFIA is part of the Netherlands Enterprise Agency (RVO).

The NFIA's primary task is to attract foreign companies to the Netherlands, assist them with follow-up investments in the country, and retain them when they reconsider their strategy. Additionally, the NFIA focuses on promoting the Netherlands abroad as a country with an attractive investment and business climate and plays a signaling role towards policy makers in maintaining it.

The Dutch Government is committed to finding sustainable, innovative and digital solutions to global challenges. That is why the strategic focus of the NFIA is on attracting and assisting foreign companies that contribute to this goal and strengthen our innovation ecosystems, as is reflected in the Invest in Holland Strategy 2025-2030.

Besides its headquarters in The Hague, the NFIA has its offices housed at Dutch embassies and Consulates General in the United Kingdom, France, Germany, Sweden, Turkey, Israel, South Africa, the United States, Canada, Japan, South Korea, China, Taiwan, India, Singapore, and Australia.

The NFIA was established in 1978 and has since then supported nearly 5,000 companies from nearly 50 countries in the establishment or expansion of their international activities in the Netherlands.

Invest in Holland network

Guiding impact businesses' international expansion ambitions in the Netherlands, the NFIA works together with regional partners in the nationwide Invest in Holland network. The Invest in Holland network is a formal collaboration made up of the NFIA, regional economic development agencies, several large cities, and the Holland International Distribution Council. The network works to provide a continuum of free, confidential support services to new foreign investors, as well as existing foreign investors that already have operations in the Netherlands.

In addition, the NFIA works together with Dutch embassies, consulates-general, and other organizations that represent the Dutch government abroad, such as the Netherlands Business Support Offices (NBSOs).

1.2 Reason for this invitation to tender

The Netherlands Foreign Investment Agency seeks a proposal from a full service, innovative and results driven marketing and communication agency (hereafter: Contractor) that can assist with further developing and executing its international and integrated (digital) marketing and communication program. The activities in this program need to support the NFIA's overall goal of attracting foreign companies that contribute to the sustainable development of the Dutch economy and strengthen our innovative ecosystems.

1.3 Time schedule

The schedule below applies to this tendering process.

16 September 2025	Issuing of publication, start of tendering period.
3 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).
17 October 2025	Issuing of Memorandum of Information.
28 October 2025, 12:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
28 October up to and including 16 December 2025	Assessment of Tenders.
17 up to and including 21 November 2025	Presentation of Tenderers by Tenderers (paragraph 5.2.4).
17 December 2025	Announcement of the award of the Contract.
13 January 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
19 January 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.
20 January 2026	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 NFIA seeks to establish a long-term and flexible collaboration with an internationally orientated marketing and communication agency that can complement NFIA's internal marketing and communication team (currently 5 FTE) and contribute to the execution and optimization of global marketing and communication activities aimed at foreign direct investment (FDI) promotion. We are looking for an agency that can work as an extension of our in-house marcom team to further develop and execute our marketing & communications program.

The remit of the Contract encompasses a range of marketing and communications activities for NFIA and in extension for the Invest in Holland network. All proposed activities need to support the NFIA's overall goal of attracting foreign companies to the Netherlands that contribute to the sustainable development of the Dutch economy and strengthen our innovative ecosystems.

The NFIA's marketing and communication program aims for:

- A strong level of visibility, interest and consideration among (prospect) foreign companies that are considering expansion into Europe.
- A positive perception of the opportunities that the Dutch investment climate offers.
- High awareness and clear understanding of the services provided by NFIA and the Invest in Holland network.

The Contractor will be working directly with the NFIA in-house marcom team - based in The Hague (3 team members), London (1 team member) and Washington D.C. (1 team member) – to jointly develop, monitor and execute the marketing and communications program. Subsequently, the Contractor may also work indirectly with other colleagues from the NFIA (sector specialists, project managers at HQ and offices abroad, business analysts) and/or the partners of the Invest in Holland Network.

All proposed activities need to be in line with and contribute to strategy and ambitions of the Invest in Holland Strategy 2025-2030.

More information on current NFIA / Invest in Holland marketing & communications strategy and efforts can be found in the attached Backgrounder (Annex 7 of this Tender Document).

2.1.1 NFIA Marketing & Communication goals and objectives

Primary goals and objectives for NFIA's marketing and communications activities are:

- **Position the Netherlands** as a leading, attractive and strategically located business destination for international companies within our target audiences (see below), particularly in the context of global challenges such as climate change, energy transition, security, food, and healthcare.
- **Highlight the Netherlands' strengths** as an innovation driven ecosystem for sustainable and digital solutions, with a competitive business climate that supports scaling to European and global markets.
- **Increase awareness and improve perception** of the Netherlands' business climate among our target audiences, especially compared to key competitor countries (Ireland, United Kingdom, Nordics, Spain, Italy, Poland, Germany, France, Belgium, Luxembourg, Switzerland).
- **Strengthen consideration of the Netherlands** as a business location by promoting its open and supportive business environment, innovative economy, and key assets such as stability, security, accessibility, talent, infrastructure, and innovation.
- **Contribute to the development of a strong pipeline** of potential investors through targeted, effective, and integrated marketing and communication activities.
- **Promote awareness and usage** of the services of the NFIA and the Invest in Holland network among international companies and stakeholders.

2.1.2 NFIA Target audiences

NFIA's marketing and communication activities are primarily directed at **international businesses**: C-level decision makers and other key influencers within non-Dutch companies that are considering establishing or expanding their presence in Europe. In line with the Invest in Holland acquisition strategy, the focus lies on companies whose intended activities in the Netherlands can strengthen innovative ecosystems in key industries, such as Sustainable Energy, High Tech Systems & Materials, Chemical Industries, Agrifood, Life Sciences & Health, IT & Tech, Fintech, Supply Chain Solutions, Maritime & Water Tech, Creative Industries, and NGOs.

A second important audience consists of **multipliers and influencers**. These are advisors and service providers who can influence international investment decisions, such as consultants, site selectors, commercial real estate agents, legal and tax advisors, chambers of commerce, recruitment agencies, and other intermediaries. In addition, thought leaders, journalists, and opinion formers play a role as they help shape perceptions about the Netherlands as a business location.

Finally, NFIA operates in a context where all external communication is also visible to the **Dutch public and stakeholders**. Although these groups are not direct targets of NFIA's international marketing campaigns, they are nevertheless relevant. Dutch politicians (at national, regional, and local levels), regional Invest in Holland partners, commissioning ministries, and the wider public all take notice of the messages that NFIA brings to international audiences. Public opinion can influence politics and policy, and vice versa, which makes it important that the broader societal and economic value of foreign companies in the Netherlands is also clear domestically. NFIA's communication therefore takes an integrated perspective: while international businesses remain the primary focus, marketing messages should also resonate positively with domestic audiences and stakeholders.

2.1.3 Activities within scope

The Agreement covers the provision of marketing and communication services as listed below. All activities fall within the scope of the Framework agreement, with the understanding that the emphasis on specific activities may vary over time, depending on NFIA's priorities and internal capacity and skills. The exact budget, scope and planning of work will be agreed annually in the Further agreements (and may be further specified on a project basis), see paragraph 2.4.

Activities within the scope include:

- Advising on and/or developing strategies for international marketing and communication;
- Creating content for various formats and channels (e.g. website, blogs, videos, infographics, collateral, propositions, event materials);
- Designing marketing materials for print and digital use;
- Developing, executing and monitoring digital advertising campaigns;
- Creating marketing materials for staff participation in events, trade missions, and/or network activities;
- Supporting and applying the Invest in Holland brand and messaging across owned, earned, and paid channels;
- Supporting performance management, data analysis and continuous improvement (the Contractor contributes to the continuous improvement of NFIA's marketing and communication activities by analyzing performance data from NFIA's central reporting environment and other relevant sources, and by providing clear, actionable recommendations);
- Conducting marketing research and media monitoring;
- Supporting international Public Relations (PR) and press and media relations;
- Contributing to stakeholder communication through marketing communications (recognizing that NFIA's international marketing and communication activities are also visible to Dutch stakeholders and the public, and ensuring they contribute to a positive

understanding of the value of foreign investment, while respecting NFIA's role as a government organization (no lobbying or targeted campaigns);

- Providing general advice and counsel on all the above.

2.1.4 Expected Results and indicative KPI's

The Contractor is expected to work in direct collaboration with the NFIA Marketing & Communications team. Over the course of the Agreement, activities should collectively lead to progress in the following fields:

- **Strong international positioning:** A consistent and compelling profile of the Netherlands as a business location, aligned with the Invest in Holland Strategy 2025-2030, and visible across priority international channels.

- **Good level of visibility and engagement:** Awareness, interest, and consideration of the Netherlands as a business location among target companies in priority sectors and market.

- **High-quality, relevant content**: Development and delivery of content (copy, visuals, video) tailored to international business audiences, effectively communicating the Netherlands' value proposition.

- **Effective digital marketing campaigns**: Well-executed, data-driven digital campaigns (e.g., SEO, SEA, AEO, direct mailings, LinkedIn/Google advertising) delivering measurable improvements in reach, engagement, and conversion.

- **Seamless collaboration and integration**: Smooth coordination and alignment with NFIA's marketing and communication team, understanding of the international NFIA network and external stakeholders, enabling an agile and efficient way of working.

- **Actionable performance insights**: Consistent (support on) tracking, analysis, and reporting that provides clear insight into results achieved and informs continuous optimization of further activities.

Indicative KPIs for NFIA MarCom

Progress towards the above results will be monitored using an agreed set of Key Performance Indicators (KPIs). Whilst the specific KPIs will be finalized by Contracting Authority and Contractor at the start of the Contract, the KPIs are expected to include a mix of quantitative and qualitative measures, for example:

- Demonstrable quality interest from target companies in the Netherlands as a location to set up or expand a European business (e.g., meeting requests to NFIA offices, relevant website actions).

- Increased quality in traffic, engagement, and conversions at NFIA's digital platforms, and improved search engine visibility and ranking.

- Demonstrable improvement of NFIA's performance management framework, through further development and application of in-house tracking and benchmarking tools, with quarterly reporting.

2.2 Lots

The invitation to tender has not been divided into lots, because the assignments (Further agreements) need to be organized and executed as one consistent program. All assignments serve to fulfil the same economic or technical function.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of two (2) years, including a unilateral option for the Contracting Authority to extend the contract by two (2) years.

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 years) of EUR 2,000,000 (excluding Dutch VAT and including all local foreign VAT, fees and other costs). This budget excludes costs for advertising media buys (see Annex 7: Backgrounder).

The estimated value is an indication from which no rights can be derived. The maximum total value of this contract is EUR 2,500,000 (excluding Dutch VAT and including all local foreign VAT, fees and other costs). This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

Execution of the Contract will be based on a monthly retainer to include all regular, recurring activities agreed upon in the Further agreement at the start of each Contract year. Additional activities will be agreed upon when needed in a Further agreement.

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organizational 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 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 services

3.1.1 **Alignment with strategy**: All activities must be fully aligned with the Invest in Holland Strategy 2025-2030 and any subsequent strategic updates provided by the Contracting Authority during the contract period.

3.1.2 **Single point of contact:** The Contractor shall appoint one (1) fixed central contact person for the Contracting Authority, responsible for account management, coordination, and oversight of all activities under the Agreement.

3.1.3 **Operational availability:** The Contractor must be operationally available and reachable during Central European Time (CET and CEST) office hours (09:00–17:00 CET and CEST)

3.1.4 **Language requirements**: All marketing and communication deliverables must be produced in English at a minimum CEFR (Common European Framework of Reference for Languages) proficiency level of C2, unless otherwise explicitly indicated by the Contracting Authority.

3.1.5 **Approval of publications:** All publications and external communications prepared by the Contractor on behalf of the Contracting Authority must receive prior approval from the Contracting Authority before release or publication.

3.1.6 **Ownership of deliverables:** All marketing and communication products and materials produced by the Contractor under this Agreement shall be the exclusive property of the Contracting Authority, including intellectual property rights, unless otherwise explicitly agreed in writing.

3.1.7 **Performance reporting, data analysis and optimization:**
The primary responsibility for creating and maintaining NFIA's central performance dashboards lies with the Contracting Authority's internal (marcom and business intelligence) team. The Contractor is not expected to take the lead in this area, but may be requested to provide support in further development or maintenance if additional expertise or temporary capacity is required. In all cases, the Contractor shall:

- Report on the performance of its own activities under this Agreement at an agreed frequency (e.g., quarterly) and in a mutually agreed format.
- Collaborate with the Contracting Authority to analyze and interpret data from NFIA's central reporting environment and other relevant sources, with a focus on results achieved with the right target audiences.
- Provide clear, actionable recommendations for optimizing activities based on the reported data and insights.
- Support the implementation of agreed optimization measures during the contract period.

3.1.8 **Confidentiality and similar work for external parties:** The Contractor shall maintain strict confidentiality and implement a "firewall" to safeguard NFIA/Invest in Holland strategies, concepts, and data. Furthermore, Contractor will:

- Provide transparency upfront on any current contracts with other countries, states, cities, or investment promotion agencies.
- Notifying NFIA of any new work or contracts with clients operating in a similar domain or with overlapping objectives as the NFIA.

- Implementing measures to safeguard NFIA data, concepts, and strategies when working with clients that could be perceived as competitors.
- Take all necessary measures to prevent (the appearance of) a conflict of interest.

3.2 Requirements relating to the team composition

The Tenderer must propose a project team with the skills and capacity to deliver the services described in this Tender. Detailed CVs of all proposed team members must be submitted with your Tender (in a separate file), demonstrating how the requirements in this section are met, as well as providing relevant information for the award criteria in Chapter 5.

The project team must consist of structurally available members (the core team) that collectively cover the following areas of expertise, with each area represented by at least one (1) suitably qualified and experienced team member, unless otherwise specified for *critical competencies* requiring continuity:

3.2.1 **Language proficiency** – *critical competency:* At least two (2) team members with proven English proficiency of CEFR (Common European Framework of Reference for Languages) level C2 or native proficiency, and demonstrable ability to deliver content and communication assets at a similar level.

3.2.2 **International B2B/G2B marketing**: At least one (1) team member with proven experience in international business-to-business (B2B) or government-to-business (G2B) marketing and communication, preferably related to economic development, nation or place branding or investment/trade promotion. This should include experience delivering campaigns or activities across multiple markets, multiple languages and (inter)cultural contexts.

3.2.3 **Digital marketing –** *critical competency***:** At least two (2) team members with strong skills in digital marketing, including Search Engine Optimization (SEO), Search Engine Advertising (SEA) (especially Google), social media advertising (especially LinkedIn), and the use of AI tools for marketing.

3.2.4 **Performance measurement and data analysis:** At least one (1) team member with proven capability in performance measurement and analytics across relevant digital platforms and tools.

3.2.5 **Content marketing & production –** *critical competency***:** At least two (2) team members with proven experience in digital content marketing (social media, website, email), including written, visual, audio, and video formats (development and creative production).

3.2.6 **Account management:** One (1) dedicated account manager with demonstrable experience in managing complex, international marketing and communication accounts, with strong organizational, coordination, and client relationship skills. The account manager should be capable of ensuring smooth collaboration between NFIA and the Contractor's team, including the coordination of subcontracted work where applicable.

3.2.7 **Experience with public sector organizations:** At least one (1) team member with proven experience working with public sector organizations or government agencies, demonstrating an understanding of the requirements and sensitivities in such contexts.

The project team must also be able to call in availability of one (1) member with below specific skills and knowledge when Contractor expresses need within latest one (1) week of notice given by Contractor unless otherwise specified:

3.2.8 **Media relations:** At least one (1) team member with proven experience and/or established contacts with media in foreign countries, preferably in NFIA target markets.

3.2.9 **Marketing insights and analysis:** At least one (1) team member with proven experience in targeted marketing research and analysis to support international B2B/G2B marketing and communication, such as perception studies, competitor benchmarking, website or channel audits, and other research activities relevant to optimizing NFIA's marketing and communication strategy.

3.2.10 **Design:** At least one (1) team member with capability for both digital and print/analogue design.

3.2.11 **Team continuity and replacement:** The Contractor shall ensure a stable core team throughout the contract period and arrange timely replacement in case of absence, with replacements having equivalent skills and experience. Planned changes to the project team must be communicated to and agreed with the Contracting Authority at least 1 (one) week in advance.

3.3 Requirements relating to the prices/rates

3.3.1 The Tenderer will provide the hourly rate applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.

3.3.2 The hourly rate must be all inclusive. In any event, it must 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, costs relating to the use of (digital) tools to execute the Contract, travel costs within the Netherlands occurring for meetings with Contractor team, insurance costs, and any applicable costs for e-invoicing. The rate must not include any advertising media buys.

3.3.3 The agreed rates are fixed at least until January 1, 2028.
Requests for indexation can be submitted only once a year, exclusively in the month of October. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: contractmanagement@RVO.nl.
The rate may be adjusted in line with the price index published by Statistics Netherlands for hourly rates of pay, including special remuneration established under collective labor agreements, in the business services sector. For this purpose, the figure for the preceding month October will be used, with the index for the starting date of the contract January 20, 2026, being set at 100%.
Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority concert. The request will contain the old rate versus the new rate. Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.

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

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 You are 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 You guarantee 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 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.4.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on 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 payment schedule will be agreed upon in the Further Agreement.

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 Requirements relating to social return

3.6.1 The government sees it as its duty to support people with a distance to the labor market so that everyone participates in society as much as possible and maintains the prospect of work and income.

The Contracting Authority considers social return important and wants to create impact. In this Agreement, the Contracting Authority gives Contractor the option of freely interpreting social return by investing 2% in social return. This form of SROI (social return on investment) offers customization.

Examples:

- providing jobs for people with a distance to the labor market (including workplaces, apprenticeships and traineeships);
- providing workshops, training courses or retraining, re-training and refresher courses for people from the SROI target group;
- contributing to social projects, such as giving guest lessons at a school;
- buying products or services from social entrepreneurs (e.g. Market - Buy Social) or a company with PSO 30+ status Online Marktplaats | PSO Nederland | Het keurmerk sociaal ondernemen or from an SW company bedrijf Socialewerkvoorziening in Nederland op de kaart

So, think about buying Christmas gifts, company outings, but also meeting facilities, facility services such as greenery, cleaning, catering, administration, etc... ICT and communication services for this option. You will incur these costs anyway and can therefore claim them as social return.

3.6.2 Two (2) months after the award of the Contract, Contractor shall submit a plan of action explaining how Contractor deals with the themes of Diversity & Inclusion and Social Return. The plan of action must at least elaborate on:

- How have the themes been given a place within the performance of the Contract?
- What are the Contractor's ambitions regarding these themes within the Contract?
- Sharing of successes achieved.

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

You can find the 'European Single Procurement Document' within the invitation to tender in TenderNed. In this document, you will find the following Exclusion Grounds:

- 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.

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

See Section 7 for information on how to submit a Tender in collaboration with other organizations. 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 '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 organization'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 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 authorized 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. **International B2B/G2B marketing and communication:** Demonstrable experience with developing and executing integrated marketing and communication programs targeting international business audiences across multiple markets, with a minimum contract value of EUR 100,000 excluding Dutch VAT for a contract period/spanning of at least one (1) year.

2. **Digital marketing strategy and execution:** Demonstrable experience with the development and execution of data-driven digital marketing campaigns (including SEO, SEA, social advertising, performance measurement & analytics), with a minimum contract value of EUR 50,000 excluding Dutch VAT over one (1) year.

3. **Content production for international audiences:** Demonstrable experience producing high-quality, multi-format content (written, visual, video) in English at CEFR level C2 or native level equivalent, with a minimum contract value of EUR 50,000 excluding Dutch VAT over one (1) year.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out one reference assignment <u>for each of the core competences listed above</u> 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 (excluding Dutch VAT) of the reference assignments must be at least EUR 100,000 for core competence 1, EUR 50,000 for core competence 2 and EUR 50,000 for core competence 3. These reference assignment values 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 (**submit together with the Tender**) by using Annex 6: Reference assignments:

<u>You may not provide more than one reference for each core competence</u>. 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 (excluding Dutch VAT) of at least:

Core competence 1: EUR 100,000
Core competence 2: EUR 50,000
Core competence 3: EUR 50,000

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 authorized to practice 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 authorized 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 authorization of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorization 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 authorized 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.
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 valued 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.

5.2 Quality criteria

5.2.1 Award criteria relating to the plan of action

The Tenderer must submit a Plan of Action describing the proposed approach in responding to the goals and objectives, services and expected results as outlined in the description of the Contract (Chapter 2 of this Tender Document) and the enclosed Backgrounder (Annex: 7).

The plan of action must describe, at a minimum, the following aspects:

1. **Strategic Approach**: How the Tenderer will ensure full alignment with the Invest in Holland Strategy 2025–2030, and the overall strategic and creative execution for positioning the Netherlands internationally as a business location.
2. **Delivery of services:** The methodology and workflow for developing and delivering high-quality, relevant, and timely marketing and communication outputs, and the approach to collaborating effectively with the NFIA MarCom team and its network. This should also include how the Tenderer may leverage its wider organizational or partner network in other countries to support delivery where relevant.
3. **Performance reporting and insights:** How the Tenderer will report on its own activities, contribute to the analysis of NFIA's central performance data, and provide actionable insights to support agreed objectives.
4. **Optimization and continuous improvement:** How the Tenderer will use performance insights to refine and optimize activities throughout the contract period.
5. **Indicative first-year proposal:** An indicative proposal of what the Tenderer could deliver within a hypothetical annual order (one year) of EUR 400,000. This should include:
   - Proposed deliverables (products and services), an indicative timeline, a substantiation why you specifically propose these deliverables, what results you expect to achieve and how this contributes to NFIA's objectives;
   - An indicative budget allocation across the proposed deliverables, including a breakdown by product/service;
   - An indicative allocation of team hours across the different products and services.

The Tenderer must submit the above-described plan of action regarding the Agreement, which consists of and will be assessed on the assessment aspects as stated in the table below:

Max. no. of points available	Assessment aspects
40	The quality of your plan of action will be assessed based on the extent to which the plan of action: • Demonstrates a clear understanding of the assignment, NFIA's objectives, target audiences, and operating context; • Presents a convincing and integrated strategic approach to marketing and communication, aligned with the Invest in Holland Strategy 2025–2030; • Provides a well-structured approach to reaching target audiences in priority markets, using NFIA's owned channels and tools within budget scope; • Provides a robust and realistic methodology for delivering high-quality, relevant, and timely outputs; • Demonstrates a clear and practical approach to reporting on the Tenderer's own activities, contributing to the analysis of NFIA's overall performance data, and using these insights to recommend and implement agreed optimization measures; • Demonstrates the ability to leverage a relevant international network (e.g., own offices abroad, group structure, or established partnerships in other countries/markets) to support NFIA's global marketing and communication activities; • Provides a clear, realistic and effective indicative first-year proposal for a hypothetical annual order (one year) of EUR 400,000, including deliverables, budget allocation across products and services, and indicative distribution of team hours and demonstrating feasibility. *Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4.* *Your response regarding this criterion should not exceed 10.000 words. Be aware: If you use more than 10.000 words, all the extra words will not be taken into account for assessment and will not be part of the Contract.*

5.2.2 Award criteria relating to the team composition

The Tenderer must submit a description of the proposed project team for the delivery of the Agreement, in line with the requirements as described in section 3.2.

This description should provide:

- An overview of the team composition, including each member's role, responsibilities, and specific expertise relevant to the scope of work and a substantiation why you specifically propose these team members for this Contract.
- A clear explanation of how the proposed team will work together with the NFIA MarCom team and other relevant stakeholders.
- Geographical locations and availability (in CET and CEST times) of all proposed team members.

The Tenderer must submit the above-described team composition regarding the Agreement, which consists of and will be assessed on the assessment aspects as stated in the table below:

Max. no. of points available	Assessment aspects
20	The quality and composition of the team will be assessed based on the extent to which the team: • Demonstrates relevant and high-quality experience in the competencies described in paragraph 3.2 of this Tender Document, including strategic, creative, and executional capabilities; • Presents a team structure with clear roles, responsibilities, and alignment between expertise and assigned tasks; • Clearly outlines the proposed collaboration model with the NFIA MarCom team, operational availability during CET and CEST office hours and communication lines; • Shows the ability to work effectively with NFIA's in-house team and network, including clear communication processes, reporting lines, and availability during CET and CEST office hours; • Demonstrates flexibility to adjust team composition and resource allocation in response to NFIA's evolving priorities, while maintaining a consistent core team and single point of contact; • Provides a credible plan to ensure continuity and knowledge transfer in the event of staff changes. *Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4.* *Your response regarding this criterion should not exceed 15 pages A-4. Be aware: If you use more than 15 pages A-4, all the extra pages will not be taken into account for assessment and will not be part of the Contract.* **Note**: the CVs have to be submitted in a separate file.

5.2.3 Award criteria relating to the case

The Tenderer must submit a description of the following fictional case.

Case:
Based on the press release (Annex 9) from company BioNexa, please develop a minimum of three products:

1. A short news article which can be used for the Invest in Holland website; and
2. Two (2) LinkedIn messages including media materials such as photos or videos; and
3. A final free content piece.

Always cite work not authentically produced by you, your sources, and/or with help of AI.

The Tenderer must submit the above and in Annex 9 described case proposal, which consists of and will be assessed on the assessment aspects as stated in the table below:

Max. no. of points available	Assessment aspects
20	The quality of your case proposal will be assessed based on the extent to which: • The description demonstrates strategic alignment with NFIA objectives and Invest in Holland Strategy 2025–2030; • The description demonstrates creativity and relevance of the campaign concept for the target audience(s); • The three products reinforce and are relevant to the proposed marketing communications content campaign. *Your answer will be assessed on all named topics together as a whole using the table in paragraph 5.4.* *Your response regarding this criterion should not exceed 7 pages* *A-4. Be aware: If you use more than 7 pages A-4, all the extra pages will not be taken into account for assessment and will not be part of the Contract.*

5.2.4 Presentation

Each Tenderer that 1: meets the eligibility criteria, and 2: to whom no exclusion grounds are applicable, and 3: still has the chance to get awarded the Contract, will be invited to present its Tender to the assessors in between 17 and 21 November 2025 via Microsoft Teams. The meeting of each presentation will last maximally one hour.

During this presentation the assessment team will have the opportunity to ask questions and the Tenderers can ask questions as well. It is not allowed to present new or amended information. New and amended information will be discarded and not be taken into account in assessing the quality award criteria. It is however, possible to provide further clarification. There is no separate award criterion for the presentation; there will be one score per quality award criterion based on the assessment aspects as described above. In principle (within reasonableness) all of the proposed core team members including the account manager must attend this presentation session and will answer questions directed at him/her.

5.2.5 Award criteria relating to prices/rates

The Tenderer must submit the rate as stated in the table below.

Max. no. of points available	Assessment aspects
20	Tenderer must submit one (1) blended/average hourly rate of which applicable during the whole contract period to each single team member being assigned to the Further agreement. The rate is excluding Dutch VAT and (if applicable) including local foreign VAT and other fees and costs. **Note**: the hourly rate must <u>only</u>* be submitted via Annex 2: Prices/rates. See also paragraph 5.5. * Do not submit the hourly rate in any other documentation of the Tender. The assessors do not know the price until the definitive score for the quality award criteria is determined.

5.3 Consensus

The procedure of determining the definitive scores for the quality award criteria is as follows:

- First, each individual assessor of the assessment team will assess all the quality award criteria individually;
- Next, the assessors will meet for a consensus session in which they determine the concept scores for the quality award criteria. These concept results are strictly for internal discussion purposes and will not be made available to the Tenderers in the award decision or otherwise;
- Subsequently, each invited Tenderer will present their Tender;
- After the presentation of all Tenderers the assessment team may adjust the consensus score of the quality award criteria up or down by 10 percentage points on each quality award criteria and determine the definitive consensus score of the quality award criteria;
- The assessors do not have insights into the price and price score until the definitive score for the quality award criteria is determined.

5.4 Assessment method for qualitative award criteria

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

Quality of the response	**Weighing 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	Exclusion from the Tender

5.5 Assessment of preferences in relation to prices/rates

Please fill in Annex 2: Prices/rates, legally sign and add to TenderNed.

Points will be awarded according to the rate offered by Tenderer, according the following formula:

(220 – Tendering rate) / (220 – 120) x 20 points = points awarded in relation to the price criterion.

The maximum blended/average hourly rate is €220.- excluding Dutch VAT and (if applicable) including local foreign VAT and other fees and costs. Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.

A maximum of 20 points can be awarded in relation to the price criterion.

Example

Tenderer submits a rate of EUR 155. The price score of the Tenderer is:
(220 – 155) / (220 – 120) x 20 points = 13 points.

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 sub criterion "plan of action" (par. 5.2.1). In the event that the highest scoring Tenderers also achieve an equal score for this sub 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 and CEST on 0800-8363376 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 to 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 EZ

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 authorized 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 organization, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organization 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 confidential 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: Prices/rates	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 5.2.2)	Add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria	Add to TenderNed

* See Subsection 7.3.16 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 organizations

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

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 authorized representative.
- All organizations 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 *not* rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor *does* 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 in whose capacity the principal contractor *does* rely on 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 organizations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organizations). 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 behavior 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, 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 *Request for supplementary information concerning the Tender*

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

7.3.24 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.

7.4 Further Agreements within the Contract

A further agreement within a Framework contract is referred to as a Further Agreement. A Further Agreement states the specific Services to which it relates and their duration, within the scope of this tendering process.

Annexes

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

Annex 01: European Single Procurement Document
Annex 02: Prices/Rates
Annex 03: Draft Contract
Annex 03a: Data processing Agreement
Annex 04: ARVODI-2018
Annex 05: Complaints Procedure
Annex 06: Reference assignments
Annex 07: Backgrounder
Annex 07a: Marketing & Communications Playbook
Annex 07b: Brand Manual
Annex 08: Statement on sanctions Russia
Annex 09: Case press release