



## **Tender Document**

### **Invitation to tender in accordance with the European open procedure for the procurement of HR services in Morocco for the AnMOON project**

Publication date: 9 March 2026  
Status: Final  
Reference: 202512052

## Contents

Definition of terms .....	4
1. Introduction.....	6
1.1 Tendering Authority, and IUC-EZ .....	6
1.2 CBI Introduction.....	6
1.3 Reason for this invitation to tender.....	6
1.4 Time schedule .....	6
2. Description of assignment .....	8
2.1 Description and objective of the assignment .....	8
2.2 Lots.....	8
2.3 Contract Period.....	8
2.4 Scope of the assignment.....	8
3. Requirements to this assignment.....	10
3.1 General requirements .....	10
3.2 Requirements relating to the labour relation between Project Member and Contractor ..	12
3.3 Requirements relating to language.....	12
3.4 Requirements relating to the prices.....	12
3.5 Tax-related requirements .....	13
3.6 Invoicing requirements.....	13
3.7 Travel policy.....	14
4. Requirements concerning the Tenderer .....	15
4.1 Introduction .....	15
4.2 Exclusion Grounds .....	15
4.2.1 <i>Independence and conflict of interest</i> .....	16
4.3 Suitability Requirements.....	16
4.3.1 <i>Financial and economic standing</i> .....	16
4.3.2 <i>Reference data (technical qualifications)</i> .....	17
4.4 Professional/trade register extract .....	17
5. Award criteria and assessment.....	19
5.1 Introduction .....	19
5.2 Quality criteria.....	19
5.3 Award criteria relating to prices .....	20
5.4 Assessment method for qualitative award criteria .....	21
5.5 Assessment of preferences in relation to prices/rates .....	21
6. Assessment of the Tender .....	23
6.1 Assessment of the Tender's completeness and legal validity .....	23
6.2 Assessment of requirements relating to the assignment .....	23
6.3 Assessment of award criteria relating to the assignment .....	23
6.4 Determination of definitive total score.....	23
6.5 Assessment of evidence.....	23
7. Submission procedure for Tenders.....	25

7.1	Statement of agreement.....	25
7.2	Schedule .....	25
7.3	General procedure .....	25
7.3.1	<i>Communication</i> .....	25
7.3.2	<i>eHerkenning</i> .....	25
7.3.3	<i>Questions and additional information/changes</i> .....	26
7.3.4	<i>Validity period and submission of Tender</i> .....	26
7.3.5	<i>Variants on Tender</i> .....	26
7.3.6	<i>Costs of submitting a Tender</i> .....	26
7.3.7	<i>Termination of tendering process</i> .....	26
7.3.8	<i>Order of precedence of documents</i> .....	26
7.3.9	<i>Information about the Tenderer's obligations</i> .....	26
7.3.10	<i>Guide Information security and Privacy for suppliers</i> .....	27
7.3.11	<i>Inconsistencies and objections</i> .....	27
7.3.12	<i>Complaints procedure</i> .....	27
7.3.13	<i>Dispute resolution</i> .....	27
7.3.14	<i>Submission of the Tender</i> .....	27
7.3.15	<i>Structure and content of the Tender</i> .....	28
7.3.16	<i>Legally binding signature</i> .....	28
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i> .....	29
7.3.18	<i>Single Tender</i> .....	30
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i> .....	30
7.3.20	<i>Communication and language</i> .....	30
7.3.21	<i>General terms and conditions</i> .....	30
7.3.22	<i>Contract conditions</i> .....	30
7.3.23	<i>Explanation and verification of the Tender</i> .....	31
7.3.24	<i>Request for supplementary information concerning the Tender</i> .....	31
7.3.25	<i>Announcement of the award of the Contract</i> .....	31
7.4	Further Agreements within the Contract.....	31
7.4.1	<i>Further Agreements within the Contract</i> .....	31
	Annexes.....	32

## Definition of terms

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.
Contractor	The party with whom the Contracting Authority concludes the Contract.
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.
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.
Daily rate/price	Daily rate/ price should be understood as the rate/price for 8 hours of work.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
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
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i> ).
IUC-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs (EZ) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.

Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> )
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its annexes.
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.
Tendering authority	Netherlands Enterprise Agency (RVO), represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Tendering Authority.

### **Specific terminology and abbreviations**

Candidate	A person selected by the Contractor for the shortlist for a project member position.
CBI	Centre for the promotion of sustainable production and trade (the Contracting Party for this tender).
SME	Small and Medium Enterprise.
HR	Human Resource.
Mandatory Allowance	An allowance that an employer is legally required to provide under applicable law, collective labour agreement, or mandatory employment regulations.
Non-Mandatory Allowance	An allowance that is not legally required and is provided at the employer's discretion as an additional or voluntary employment benefit, or as a reimbursement of costs incurred by the employee such as travel expenses or DSA.

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for "HR Service Provider for CBI AnMOON project in Morocco".

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 CBI, part of the Netherlands Enterprise Agency (RVO) of the Ministry of Economic Affairs. IUC-EZ (procurement office) will act as process manager during this tendering process.

## 1.2 CBI Introduction

CBI is part of the Netherlands Enterprise Agency and is commissioned by the Ministry of Foreign Affairs of the Netherlands.

CBI stands for transforming trade together. CBI is the centre for the promotion of sustainable production and trade between low- and middle-income countries and Europe. We partner with small and medium-sized enterprises (SMEs) and their ecosystem to strengthen their social and environmental sustainability. CBI was established by the Ministry in 1971 with the goal of increasing prosperity in developing countries by assisting local SMEs in developing their exports to the European market.

For further information on the CBI, please visit [www.cbi.eu](http://www.cbi.eu).

## 1.3 Reason for this invitation to tender

CBI is implementing a project to support the development of the olive oil sector in Morocco. We are looking for an HR service provider to contract Human Resources in Morocco. The envisaged contractor shall be responsible for the recruitment, selection, contracting, employment and salary payment of project members to be deployed to the CBI AnMOON project in Morocco; amongst others a project manager.

## 1.4 Time schedule

The schedule below applies to this tendering process.

9 March 2026	Issuing of publication, start of tendering period.
26 March 2026, 12:00 PM 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).
9 April 2026	Issuing of Memorandum of Information
20 April, 12:00 PM CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
22 May 2026	Assessment of Tenders.
9 June 2026	Announcement of the award of the Contract.
30 June 2026	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
30 June 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
1 October 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

Morocco's olive oil sector offers great potential for economic growth and job creation. Olive oil is an important food product in Morocco. The global market is also increasingly demanding high-quality extra virgin olive oil. The aim of the AnMOON project is to transform Morocco's olive oil sector into a more resilient and sustainable one, that offers employment and entrepreneurship opportunities for young women and men. The AnMOON-project has started in 2023 and is currently in the implementation phase until March 2028.

#### **AnMOON**

*With this project we want to contribute to making the Moroccan Olive Oil sector ready for the Next generation (MOON). The name "AnMOON" is derived from the Amazigh language, symbolizing "Togetherness". It reflects the collective commitment of CBI and various stakeholders to achieve common objectives, including promoting sustainable practices, fostering youth employment inclusion, and driving positive change within the olive oil value chain in the Fez-Meknes region.*

Tendering authority seeks a Contractor to conclude a framework agreement (hereafter: Contract) to provide services regarding human resources to the AnMOON project. These services include the recruitment, selection, contracting, employment and salary payment of the AnMOON project staff in Morocco. The project is managed by a national team of project members composed of a project manager and various thematic experts.

Currently, Contracting authority has a contractor already working as an HR Service Provider regarding this project.

The detailed tasks that are expected to be delivered for the recruitment, contracting and salary payment by the HR service provider are described in the table outlined in section 3.1 below.

### 2.2 Lots

The invitation to tender has not been divided into lots, because the contract consists of only one type of service, HR services. These HR services consist of amongst others recruitment and salary payment. Both for which diligence is essential. A division into lots would be an unnecessary risk for the quality and diligence of the services. For reasons of good employment practice it is essential that the payroll of the 'temporary employees' is processed properly in compliance with relevant local legislation. In addition, a division of the contract between different 'temporary employees' would be very ineffective.

### 2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of two (2) years, excluding two (2) unilateral options for the Contracting Authority to extend the contract by (1) year with each extension. The total duration of the Contract is therefore maximum four (4) years, including options of extension.

If the maximum total contract value (see paragraph 2.4) is exceeded (or is foreseen to be exceeded), the Contracting Authority has the right to unilaterally terminate the Contract without compensating the Contractor for this, in whatever form. See further in this regard the provisions in the (draft) Contract – Annex 1.

### 2.4 Scope of the assignment

The Tendering Authority has estimated a maximum total contract value (including optional extensions) of EUR 300,000 (exclusive of Dutch VAT and including (if applicable) all local foreign VAT, and all other costs and/or fees) of which EUR 100,000 is reserved for the contracting of project members that are not foreseen at this moment.

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

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

### 3. Requirements to this assignment

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

**By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. 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 General requirements

3.1.1 Contractor must recruit, select and contract project members for Contracting authority compliant with Moroccan law and regulations, according to all the activities as outlined in the following table.

<b>Recruitment</b>	
1	Receive job descriptions from Contracting Authority. Advise on country specific aspects of the roles.
2	Propose a minimum of three candidates that meet the position criteria (unless agreed otherwise with contracting authority).
<b>Contract preparation and signing</b>	
3	Prepare contracts in compliance with local law and regulations for the project members.
4	Ensure that the project members comply with all applicable Moroccan laws and regulations (including any mandatory screenings/checks).
5	Include all applicable terms and conditions, job description, timesheets, templates, and any other documentation as needed with the contract.
6	Explain the contract, terms and conditions and other documentation to the Candidate.
7	Sign the contract with the Candidate (including all terms and conditions).
8	Second the contracted project member to Contracting Authority's project AnMOON in Morocco.
<b>Salary services for project members</b>	
9	Design and maintain a monthly salary slip for each project member.
10	For each project member, calculate the net and gross salary, including all taxes in compliance with local law and regulations.
11	Ensure payroll is processed in a tax compliant manner and consult with the (local) relevant authorities regarding: <ul style="list-style-type: none"> <li>- Social insurance;</li> <li>- Income tax;</li> <li>- Any other employment related tax.</li> </ul>
12	Ensure up to date and accurate records of tax are maintained.
13	The monthly salary slip is shared with each project member and with Contracting Authority as a supporting document to the invoice.
14	Social insurance subscriptions, taxes, allowances, pension schemes are shown separately in the monthly breakdown attached to the invoice.

15	Make monthly payments to project members in compliance with local law and regulations. All relevant taxes and other levies are paid to the authorities.
<b>(Labour) law services</b>	
16	Make sure that any needed documentation is compliant with the applicable laws and regulations.
<b>Medical insurance</b>	
17	Advise on medical insurance services to be provided in line with industry best practice.
18	Ensure value for money to Contracting Authority by providing multiple medical insurance quotes.
19	Obtain medical insurance coverage from the supplier selected in consultation with Contracting Authority.
20	Inform the project member about the medical insurance services provided by the medical insurance service provider.
21	Issue the medical insurance ID to the project member within a month from start of contract of project member.
<b>Other insurance</b>	
22	Advise Contracting Authority on any other insurances that might be relevant and provide these insurances if requested by Contracting Authority: <ul style="list-style-type: none"> <li>- If the work of the Project Member includes travel, a travel insurance is issued;</li> <li>- Accident insurance is issued, which covers the occurrence of any accidents which may happen during work or at any time;</li> <li>- Life insurance can be issued upon request by Contracting Authority.</li> </ul>
<b>Additional pension scheme</b>	
23	Advise Contracting Authority on industry best practice for project member pension.
24	Enroll project member to the pension scheme if requested by Contracting Authority.
25	Prepare annual pension calculations and add them to the breakdown in the pay slip.
<b>Safety and security</b>	
26	Ensure that the project members are aware of the Contractor's safety and security protocols in the country.
<b>Reporting and record keeping</b>	
27	Contractor will keep all records, including but not limited to invoices issued for payments pertaining to the contracted Services, for a period of at least seven (7) years following the expiration or termination of any Further Agreement. The records retained by Contractor will at all reasonable times be made available for an open inspection by Contracting Authority who will be at liberty to take copies or extracts from the Records. Contractor will cooperate fully in providing Contracting Authority answers to such enquiries as may be made about such records.
<b>Optional additional services that can be requested in the Further Agreement</b>	
28	Logistical Support: Provide logistical arrangements for project members for events, undertake flight booking, transportation, car rental, hotel reservation, etc.
29	Office Operations: Handle all office operations, advise on office rental options, purchase office furniture and computer equipment adhering to competitive and transparent procurement practices.

### **3.2 Requirements relating to the labour relation between Project Member and Contractor**

- 3.2.1 A probationary period in accordance with local law and regulations applies to every project member.
- 3.2.2 An active contract may be terminated by Contracting authority in the interim, subject to a notice period.
- 3.2.3 After a period of six (6) months Contracting authority has the right to have a performance evaluation regarding the project member.
- 3.2.4 Contractor will have a privacy protection policy in place that safeguards the quality of personal data processing.

### **3.3 Requirements relating to language**

- 3.3.1 The reporting language for communications with Contracting authority during the assignment is English. Therefore, the Tenderer must demonstrate effective communication skills in both spoken and written English in their tender (see also paragraph 7.3.20). A proficiency level of at least C1 as per the Common European Framework of Reference for Languages (CEFR) or comparable is required. Comparable means that when another qualification standard is used the Tenderer has to prove it is comparable to C1 CERF. Native speakers will be considered as comparable.

### **3.4 Requirements relating to the prices**

The Tenderer's compensation consists of the following two components:

- 1. A one-off fee for the selection and recruitment of project members (activities 1 - 8 according section 3.1.1).
- 2. A monthly fee for the services of payrolling and contracting of project members (activities 9 - 29 according section 3.1.1).

Component 1 is expressed as a percentage of the gross annual salary of the project member to be contracted in the recruitment process. Component 2 is expressed as a percentage of the gross monthly salary of the project member to be contracted. For information purposes only, Annex 8 contains an example of a possible Terms of Reference for a project manager to be contracted by the Contractor, including an indication of a salary range offered for this position.

- 3.4.1 The Tenderer will submit their fee for both component 1 and component 2 by filling in the price sheet, Annex 4.
- 3.4.2 Fees offered must be all inclusive. In any event, they must include all of the following: overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs any costs the contractor may have related to e-invoicing.
- 3.4.3 The agreed fees are fixed and invariable for the duration of this Contract.
- 3.4.4 The one-off fee (component 1) is a percentage of the gross yearly salary of the project member contracted by Further Agreement, including taxes, insurances and allowances that are mandatory by Moroccan law, but excluding additional (non-mandatory) insurances and allowances, pension schemes and other incidental expenses.
- 3.4.5 The monthly fee (component 2) is a fee per project member and is a fixed percentage of the gross monthly salary of the project member, including mandatory taxes, insurances and allowances, and excluding expenses, such as non-mandatory insurances and allowances, medical insurance, pension schemes, travel and accommodation expenses of the project member.
- 3.4.6 The Tenderer will not submit any zero or negative fees.
- 3.4.7 Contracting authority establishes a minimum and maximum salary for each project member in the Request for Proposal.
- 3.4.8 The Tenderer will charge retrospectively based on actual services provided.
- 3.4.9 No other costs will be accepted unless after prior approval by Contracting authority.

### **3.5 Tax-related requirements**

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.5.2 The Tenderer will quote the prices according to the following structure:  
Rates excluding Dutch VAT and including (if applicable) of all local foreign VAT, and all other costs and/or fees.
- 3.5.3 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.
- 3.5.4 You are liable for any extra costs for Netherlands 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.
- 3.5.5 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.
- 3.5.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.5.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on 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.
- 3.5.8 It is not allowed to charge Netherlands VAT over this amount if the registered office of the Contractor is outside The Netherlands. Contractor pays the Netherlands VAT to the Netherlands tax Authority.

### **3.6 Invoicing requirements**

- 3.6.1 The payment schedule will be agreed upon in the Further Agreement. Contractor invoices monthly in arrears, based on submission of timesheets, supporting documents for reimbursables.  
You must include a summary of the actual days worked by the contracted project member in accordance with the applicable rates.

#### **For companies established in the Netherlands**

##### 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. Non-Dutch companies can send their invoices in PDF format by email which will be made clear in the Further Agreement.

- 3.6.2 Only approved invoices by Contracting Authority (the CBI Programme Manager) may be submitted by Contractor.

### **3.7 Travel policy**

The following travel policy must be adhered to when contracting project members:

- 3.7.1 Contracting authority has the explicit policy of 'digital first and local first' in order to reduce the environmental footprint of the project. This means that the Contractor performs its activities as much as possible through digital means and/or road transport
- 3.7.2 International flight tickets and hotel can only be reimbursed if valid receipts are added to the invoice. Costs of a CO2 compensation scheme per international flight ticket should be included.
- 3.7.3 Only economy class flight tickets will be reimbursed.

### **3.8 Changes**

- 3.8.1 It is possible that the services specified in the Contract may change in the event of political budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.
- 3.8.2 Contracting authority is concerned about the safety of its staff and of its project members. This means that Contracting authority will only allow its staff and experts to travel on behalf of Contracting authority to regions earmarked as orange (or red in case of experts) by the Netherlands governmental travel advice, with explicit permission from Contracting authority's management. In case the travel advice changes from yellow to orange when the expert is on mission, he or she will be asked to return as soon as possible. Contracting authority aims to reduce its environmental footprint. Therefore, it will aim to minimize air travel of staff and experts as much as possible. Guidance should be done as much as possible through digital means. Travel should only be done if this is necessary to safeguard the quality of Contracting authority service provision. In case it is decided travel is necessary to provide the quality of service that CBI aims to and safety conditions make it impossible to travel, a second option of digital assistance should be explored or the mission should be postponed. The final decision on this will be made by the CBI programme manager. The Contractor, including his/her personnel is expected to adhere to the basic rules that apply in the Netherlands or in the country(/ies) concerned (such as use of facemasks, the required distance between people, et cetera) in the execution of the assignment

## 4. Requirements concerning the Tenderer

### 4.1 Introduction

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

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

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

### 4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 2 'European Single Procurement Document':

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

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

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

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

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

The evidence consists of:

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

Please refer to <https://ec.europa.eu/tools/ecertis/#/homePage> 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.

#### **4.2.1 Independence and conflict of interest**

All project members must act fully independently and without any conflict of interest as a representative in the olive oil sector in Morocco. This entails, among others, that they should not be directly or indirectly contracted or employed by (or own) selling parties in Morocco or importing companies, during the terms of the Contract and Further Agreement(s) that trade in services covered by this tender from developing countries covered by this tender.

Any project member contracted under this Contract should be able to act fully independently, during the terms of Contract and Further Agreement(s) under the strict requirement that no preferential advice will be given to any company or organisation which might favour the own (commercial) interests of the project member.

In case of potential risks of conflicts of interests, the Tenderer has to make these risks explicit in the Tender. In case of potential risk situations, the Tenderer needs to show that 1. such risk for a potential conflict of interest is limited, and 2. that the Tenderer and/or project member has adequate mitigation measures in place in case a potential conflict of interest might arise. The Tendering Authority decides if the explanation is sufficiently plausible and if the two elements have been adequately proven in the Tender. If that's not the case the Tendering Authority can exclude the Tenderer from participating in the tendering process.

In case a conflict of interest arises during the terms of the Contract and Further Agreement(s) Contracting authority reserves the right to take adequate measures, for example relevant clauses in further contracting agreements, and/or restricting the activities and or termination of the Contract and Further Agreement(s).

Each project member contracted under this Contract should be in the possession of appropriate documentation to work legally in Morocco, Contracting authority will not support visa applications.

#### **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 organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

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

economic operator started trading, as far as the information on these turnovers is available.

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

#### **4.3.2 Reference data (technical qualifications)**

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

1.	Experience in providing HR services for non-profit social and economic development projects in Morocco in accordance with Moroccan laws and regulations, including recruitment and selection as well as timely and error-free payment of salaries.
2.	Experience in recruiting professionals in the field of project management in Morocco.

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

- A clear description of the reference assignment so the Tendering Authority can easily verify if the description meets the key competence
- 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 (3) 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.
- Each reference assignments must have a minimum value of EUR 100,000.

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

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

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

The reference(s) must be signed by the referee (the client in question).

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

#### **4.4 Professional/trade register extract**

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

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

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**maximum six (6) months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

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

In the event that the Tenderer 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 (refer to section 6.3). 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.

The table below summarises the award criteria for this tender.

Award criteria			Maximum points available	Knock-out
Quality	5.2.1	Correct and timely salary payment	30	
	5.2.2	Recruitment and selection process	20	
	5.2.3	Service and account management	30	
		<b>Total quality</b>	<b>80</b>	<b>&lt;48</b>
Price	5.2.1	Monthly fee for HR services	15	
	5.2.2	Fee for recruitment of Project Members	5	
		<b>Total Price</b>	<b>20</b>	
		<b>Grand total</b>	<b>100</b>	

1. A maximum of 80 points can be obtained for your response to the 'written' quality award criteria as described in section 5.2.1, 5.2.2 and 5.2.3. The Tenderer must score a minimum of 48 out of 80 points that can be obtained on these award criteria. If the award criteria are valued with a lower score than 48 points out of the 80 points, the Tender is set aside and excluded from further participation in the tendering process and will not be further assessed on the price.
2. Assessment of the prices with a maximum of 20 points.
3. The total score (responses to quality criteria questions + prices) will be determined. The maximum total points that can be obtained is 100 points.
4. Tenderer's responses to the 'written' quality award criteria **must not exceed 8 pages in total, font size 9.**

### 5.2 Quality criteria

<b>5.2.1</b>	<p><b>Correct and timely salary payment</b></p> <p>In order to be a reliable 'remote' employer, Tendering authority finds a correct and timely salary payment a minimum requirement. Therefore, we would like to know what you do to make sure that you transfer salaries on time and without errors.</p> <p><i>Required elements</i></p> <p>For this criterion, we would like a response to the following questions:</p> <ul style="list-style-type: none"> <li>- How is your payrolling process set up?</li> <li>- How do you ensure a correct and timely salary payment?</li> </ul> <p><i>Assessment basis</i></p> <ul style="list-style-type: none"> <li>- How do you ensure that your payrolling process is error-free?</li> </ul>	<b>30</b>
--------------	---	-----------

	<ul style="list-style-type: none"> <li>- The thoroughness of the quality control you apply to your payrolling process.</li> </ul> <p>Your answer cannot exceed 3 pages A4. Pages exceeding this limit will not be considered.</p>	
<b>5.2.2</b>	<p><b>Recruitment and selection process</b></p> <p>In order to find the right Project Members for the positions, it is important that we know that the Contractor can deliver suitable Candidates.</p> <p><i>Required elements</i></p> <p>For this criterion, we would like a response to the following questions:</p> <ul style="list-style-type: none"> <li>- How do you ensure that Tendering authority can choose from suitable candidates for project members for the AnMOON project?</li> <li>- Do you have an active network of partners and experts in the olive oil sector which will allow you to identify suitable candidates?</li> </ul> <p><i>Assessment basis</i></p> <ul style="list-style-type: none"> <li>- The extent to which you convincingly ensure that you are able to recruit suitable candidates for the AnMOON project.</li> </ul> <p>Your answer cannot exceed 3 pages A4. Pages exceeding this limit will not be considered.</p>	<b>20</b>
<b>5.2.3</b>	<p><b>Service and account management</b></p> <p>Tendering authority prefers an effective relationship with their HR service provider. This means quick responses and a Contractor who knows Tendering authority and what she is looking for.</p> <p><i>Required elements</i></p> <p>For this criterion, we would like a response to the following questions:</p> <ul style="list-style-type: none"> <li>- What does your service package look like?</li> <li>- What does your account management process look like?</li> </ul> <p><i>Assessment basis</i></p> <ul style="list-style-type: none"> <li>- The extent to which you convincingly ensure that you always respond timely to a query from Tendering authority;</li> <li>- The extent to which you are service-oriented and effective in your service provision.</li> </ul> <p>Your answer cannot exceed 2 page A4. Pages exceeding this limit will not be considered.</p>	<b>30</b>

### 5.3 Award criteria relating to prices

Max. no. of points available	Assessment aspects
<b>20</b>	<p>Your score on the award criterion Price is calculated on the basis of two components:</p> <p>1. Fee for recruitment of project member – <i>Maximum points: 5</i></p>

	2. Monthly fee for employment, payroll and other HR services as a percentage of the gross monthly salary, <u>including</u> taxes, mandatory insurances and allowances, use of equipment <u>excluding</u> additional (non-mandatory) insurances and allowances, pension scheme (if offered), travel expenses and other costs – <i>Maximum points: 15</i>
--	---

#### 5.4 Assessment method for qualitative award criteria

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

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

#### 5.5 Assessment of preferences in relation to prices/rates

Please for this award criterion fill in annex 4: Prices/rates and add to TenderNed.

Component 1) Recruitment fee for a project member (% of yearly gross salary)	Awarded Points
>15%	Exclusion from the tender process
12% up to 15%	1
9% up to 12%	2
8% up to 9%	3
6% up to 8%	4
0% > and <6%	5

Component 2) HR services/payrolling fee for a project member (% of monthly gross salary)	Awarded Points
>30%	Exclusion from the tender process
25% up to 30%	1
20% up to 25%	2
15% up to 20%	5
13% up to 15%	10
11% up to 13%	11
9% up to 11%	12
7% up to 9%	13

Component 2) HR services/payrolling fee for a project member (% of monthly gross salary)	Awarded Points
5% up to 7%	14
0% > and < 5%	15

All fees must be excluding Netherlands VAT (and if applicable including all local VAT and all other costs and/or fees).

**Failure to comply with this requirement will result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.**

## **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. An assessment committee will assess the award criteria. The assessment committee consist of at least 3 expert assessors. First, the assessors will assess your written responses on the qualitative award criteria individually. Hereafter the assessment committee will determine a final score by consensus per award criterion, during a plenary meeting.

### **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 subcriterion 5.5 (price).

In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, 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 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 1.4.

### 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](http://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](http://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): Ms Jeannette Keyzer at: [jeannette.keyzer@rvo.nl](mailto:jeannette.keyzer@rvo.nl) and Mr Quintin Stoutjesdijk, [quintin.stoutjesdijk@rvo.nl](mailto:quintin.stoutjesdijk@rvo.nl).

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

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

#### 7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

*This obligation does not apply to companies not registered in the Netherlands.*

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

### **7.3.3 Questions and additional information/changes**

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

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

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

#### **Submitting a question to the Tendering Authority**

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

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

#### **Answers from the Tendering Authority**

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

### **7.3.4 Validity period and submission of Tender**

The Tender must be valid for at least four (4) 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](http://www.belastingdienst.nl)).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: ([www.rijksoverheid.nl](http://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](http://www.commissievanaanbestedingsexperts.nl)) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

#### **7.3.14 Submission of the Tender**

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.  
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#) and [Videos: how TenderNed works | 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](mailto: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 2	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria,	Add to TenderNed
Annex 4	Prices for component 1 (Recruitment procedure) and component 2 (Monthly fee)	Fill in, legally sign and add to TenderNed
Annex 6	Reference assignments (paragraph 4.3.2.)	Fill in, legally sign and add to TenderNed

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

### **7.3.16 Legally binding signature**

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

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

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

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

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

### **7.3.17 Submission of a Tender in collaboration with other organisations**

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

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

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

#### *Tendering as a consortium*

If a Tender is submitted by a consortium, then:

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

#### *Submitting a tender as a principal contractor together with subcontractors*

If a Tender is submitted by a principal contractor that does 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 on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

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

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

### **7.3.18 Single Tender**

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

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

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

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

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

### **7.3.20 Communication and language**

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

The Tender must be submitted in English.

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

During the fulfilment of the contract, communication must be conducted in English or French.

### **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) Contracts. Only the definitive Contracts will apply during the execution of the assignment.

### **7.3.23 Explanation and verification of the Tender**

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

### **7.3.24 Request for supplementary information concerning the Tender**

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

### **7.3.25 Announcement of the award of the Contract**

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

#### *Standstill period*

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 15 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**

### **7.4.1 Further Agreements within the Contract**

An assignment within the Contract is referred to as a Further Agreement. A Further Agreement states the specific Services to which it relates and its duration, within the scope of this Tender.

## **Annexes**

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

- Annex 1: Draft Framework agreement
- Annex 2: European Single Procurement Document
- Annex 3: ARVODI-2018
- Annex 4: Price / Rates
- Annex 5: Complaints Procedure
- Annex 6: Reference assignments
- Annex 7: Draft Data processing Agreement
- Annex 8: Sample Job Description Project Member AnMOON