



Descriptive Document

Rijksinkoopsamenwerking (RIS)

Physical address

Rijkskantoor Beatrixpark
Wilhelmina van Pruisenweg 52
2595 AN The Hague

P.O. Box 20011
2500 EA The Hague
The Netherlands

European tendering

Information campaign 'Working in the Netherlands'

for the

Dutch Ministry of Foreign Affairs

Embassy of the Kingdom of the Netherlands in Warsaw,
Poland

Contact person	Ayfer Kiziltas
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1. Introduction

We, The Embassy of the Kingdom of the Netherlands in Poland, invite you as a potential Tenderer to submit a tender for the "Information campaign 'Working in the Netherlands'". You will find all the information you need to submit a tender in this Descriptive Document.

1.1. The Contracting Authority / Contracting Authorities and RIS

The Embassy of the Kingdom of the Netherlands in Warsaw, Poland

If you submit a tender and we award the Contract to you, you will enter into an Agreement with the Dutch Ministry of Foreign Affairs, specifically the Embassy of the Kingdom of the Netherlands in Warsaw, Poland.

Every hour of every day, the Ministry of Foreign Affairs works to promote the interests of the Kingdom of the Netherlands abroad. The Ministry of Foreign Affairs coordinates and carries out Dutch foreign policy at its headquarters in The Hague and through its missions abroad. It is also the channel through which the Dutch government communicates with foreign governments and international organizations.

As a country that looks beyond its borders, the Netherlands is committed to building a safe, stable and prosperous world. In The Hague, and in around 150 embassies and consulates worldwide, staff are actively involved in addressing issues like poverty reduction, climate change, respect for human rights and the rule of law and eliminating conflicts. Our expert staff serve Dutch citizens, businesses and institutions in over 150 cities all over the world and in The Hague. More information about the Ministry is available on our website: www.government.nl/ministries/bz

The Ministry of Foreign Affairs promotes Dutch interests abroad through its worldwide network of embassies, consulates and permanent representations to international organizations. The activities and size of each mission depend on its host country and region. This Tender is issued by the Embassy of the Kingdom of the Netherlands in Warsaw, Poland (hereafter, the Embassy). For more information on the Embassy please consult: [Embassy of the Netherlands in Warsaw, Poland | Netherlands Worldwide | NetherlandsWorldwide](#)

In the context of this tender, the Embassy will work closely with the Dutch Ministry of Social Affairs and Employment, which is responsible for several policy domains including income policy, labour market policy, including labour migration, and health and safety at work. For more information please consult: [Ministry of Social Affairs and Employment | Government.nl](#).

RIS will supervise the Tendering Process

We have commissioned RIS to supervise the Tendering Process. RIS is a government agency that focuses on the procurement of services and products. If you would like to know more about how RIS works, read the [Business Etiquette "Zo doen we zaken"](#) (Business Etiquette: 'This is how we do business') document on the RIS website.

1.2. Purpose of the Tendering Process

The purpose of the Tender is to ensure a transparent, fair, and efficient process for selecting the best service provider and concluding a service agreement (hereinafter: Agreement) for the implementation of a communication campaign in Poland. The Agreement is intended to enter into force on June 22, 2026.

1.3. Structure of the Descriptive Document

After this introduction, you will read:

- in Chapters 2 to 5: what we want, how we determine whether a Tenderer is suitable to perform the Contract, what we consider important, and how we assess which Tenderer has made the best offer;
- in Chapters 6 and 7: about the tendering procedure and the correct submission of a Tender;
- in Chapter 8: everything about the Agreement that we wish to conclude;
- in Chapter 9: all about filing a complaint.

We capitalise certain words in the Descriptive Document and the Annexes. You will find their definitions in the glossary and the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025) (see Chapter 8 - Conditions). If terms contradict each other, the definition in the glossary takes precedence.

WHAT DO WE WANT?

2. Contract description

2.1. Background and reason for the Contract

The Dutch government seeks to inform mobile workers about working and living in the Netherlands before they arrive. Likewise, the Dutch government considers it important to inform foreign employers about their obligations when they intend to post workers to the Netherlands. By providing this information, the aim is to prevent and combat unfair treatment of mobile workers and to support employers in complying with the applicable regulations.

Poland is, and has been for many years, the main country of origin of EU mobile workers undertaking work in the Netherlands. At the same time, it is the main EU country from which workers are posted to the Netherlands. Therefore, the Embassy of the Kingdom of the Netherlands in Warsaw, together with the Dutch Ministry of Social Affairs and Employment, initiated the "Working in the Netherlands" information campaign in 2021. The campaign aims to inform potential mobile workers and their employers in Poland about working and living in the Netherlands via two sub-campaigns. The contract with the previous contractor will expire in March 2026. The Embassy wishes to continue both sub-campaigns.

2.2 The nature and aim of the Contract

Labour migration from Poland to the Netherlands is an important issue in the bilateral relations between the Netherlands and Poland. Many Polish workers choose to live and work in the Netherlands on a temporary or permanent basis. Unfortunately, they do not always receive the rights they are entitled to. Some for example, workers employed through a temporary employment agency are vulnerable to abuse and exploitation. It happens regularly that Polish workers are recruited by bogus temporary employment agencies or employers under false pretenses and are offered jobs that are too good to be true.

To prevent and combat unfair treatment of mobile workers from Poland, it is essential to inform them before departure about their rights and obligations, as well as where they can find support in the Netherlands. In addition, Polish employers who post workers to the Netherlands should be well informed about their rights and obligations toward their employees and other relevant obligations such as reporting requirements. This helps prevent unintentional violations, enhances the protection of posted workers, and promotes fair competition by enabling companies to better comply with the relevant regulations. Consequently, the aim of the 'Working in the Netherlands' information campaign is to inform potential Polish mobile workers, Polish employers posting employees to the Netherlands, and Polish self-employed persons about living and working in the Netherlands.

The purpose of the Contract is to continue the 'Working in the Netherlands' information campaign for at least two years. As mentioned, the campaign 'Working in the Netherlands' can be divided into two sub information campaigns:

1. The 'Fair labour mobility' campaign (budget part 1). This sub-campaign is aimed at Polish citizens who live in Poland and want or intend to move to the Netherlands for work (potential mobile workers). It seeks to inform them, prior to departure, about their rights and obligations in the Netherlands and about where they can find assistance;

2. The 'Posted workers NL' campaign (budget part 2). The aim of this sub campaign is to inform Polish employers who post workers to the Netherlands and Polish self-employed persons carrying out business in Poland who also provide services in the Netherlands about the applicable legislation on posting, particularly the notification system for posting.

Both campaigns focus primarily on mobile workers and employers active in certain sectors. This is because workers in these specific sectors such as construction, transport, and agriculture are particularly vulnerable to abuse. In addition, data shows that employers and temporary employment agencies in specific sectors, such as logistics, are more likely to post workers from Poland to the Netherlands.

The activities the Contractor is expected to execute in relation to the information campaign 'Working in the Netherlands' include:

- Promoting the information portal www.workinnl.nl among Polish citizens who wish to work in the Netherlands. This can be done online via social media (mainly Facebook campaign, including Facebook ads and creating Facebook posts for the Embassy's Facebook page), Google ads, sponsored articles in Polish media and online banners. Where applicable, the promotion can be carried out in collaboration with relevant stakeholders such as non-profit organizations and social partners. The promotion of the portal must take place in Poland, in Polish (budget part 1);
- Promoting the information portal www.postedworkers.nl through online and offline channels among Polish employers who post workers to the Netherlands and Polish self-employed persons carrying out business in Poland and who want to provide services in the Netherlands. This could include creating sponsored articles, sending promotional emails to employee organizations and employment agencies in Poland, and setting up social media campaigns (Facebook, LinkedIn). The promotion of the website must take place in Poland, in Polish and, where necessary, in English (budget part 2);
- Preparing annual plans for the implementation of the 'fair labour mobility campaign' (budget 1) and the 'posted workers' campaign (budget 2) for each calendar year.
- Presenting the results of the two sub-campaigns in two separate annual reports in English at the end of each calendar year. These reports shall include information on the effectiveness of the resources used (including number of persons reached), a comparison with previous years, and recommendations for future activities;
- Contributing to the evaluation on the necessity and added value of extending the information campaign from 2029 and beyond – with possible adjustments – based on for example the results of the campaigns and input from relevant stakeholders;

This list of activities is not fixed or exhaustive. The tenderer may propose activities not included in the list. Activities may be modified or added, in case this serves the purpose of the information campaign, in consultation with the Embassy and provided that the budget allows for it. The tenderer must remain flexible in carrying out new requests related to the information campaign throughout the duration of the contract.

2.3 The envisioned result

By continuing the information campaign the Dutch government aims to increase the awareness of the target audience of their respective rights and obligations when working and living in the Netherlands, amongst others by increasing their awareness on the existence of the information portals www.workinnl.nl and www.postedworkers.nl.

2.4 The minimum term of the Agreement is 2 years and 6 months

The Agreement is concluded for a minimum term of two (2) years and six (6) months and shall apply from 22 June 2026 up to and including 31 December 2028.

Following the initial term, the Contracting Authority reserves the unilateral right to extend the Agreement under identical terms and conditions, without adjustment of the total price. Any extension shall be subject to the agreed maximum annual budget caps per sub-campaign, which may not be exceeded.

The Contracting Authority may exercise the extension option a maximum of two (2) times, each time for a period of up to twelve (12) months. Any extension of the Agreement shall be confirmed in writing to the Contractor at least three (3) months prior to the expiry of the then-current term.

2.5 CPV codes

The Tendering Process relates to services using the following CPV codes:

- 79342200-5 – Promotional Services.
- 79340000-9 – Publicity and marketing
- 79341400-0 – Advertising campaign

2.6 The envisioned implementation process

The Embassy will function as the point of contact for the Contractor. Before the start of each calendar year, the Contractor will prepare an annual plan for each sub campaign including proposed campaign activities. The Embassy, in consultation with the Dutch Ministry of Social Affairs and Employment, will approve the annual plans before their implementation. The information to be promoted via the information campaign will be decided on by the Embassy and the Ministry of Social affairs and Employment. During the course of the information campaign the Embassy will be responsible for monitoring the implementation of the information campaign. The Contractor will make up yearly evaluation reports per calendar year on both sub campaigns and share them with the Embassy. The evaluation reports will be discussed with both the Embassy and the Dutch Ministry of Social Affairs and Employment.

2.7 Estimated Contract Value and Scope

The estimated scope and value of the Contract are based on historical expenditure and anticipated future needs and are provided solely to indicate the expected size of the Contract.

For the initial contract period from 22 June 2026 up to and including 31 December 2028, the estimated total value of the Contract is approximately EUR 180.000,- excluding VAT. Including any potential extensions, the estimated total value of the Contract up to and including 31 December 2030 is approximately EUR 360.000,- excluding VAT. These estimates are indicative only and do not constitute a commitment, guarantee, or minimum purchase obligation.

The estimate covers two sub-campaigns: the pre-departure Fair Labour Mobility campaign and the Posted Workers NL campaign. The expenditures must be spread over the duration of the Contract **and may not exceed €180.000 until 31 December 2028, of which €80.000 could be allocated to the fair labour mobility campaign and €100.000 to the posted workers campaign.** Maximum annual expenditure levels of EUR 40,000 (excluding VAT) for the pre-departure fair labour mobility campaign and EUR 50,000 (excluding VAT) for the Posted Workers NL campaign apply per calendar year, except as otherwise agreed between the Contracting Authority and the Tenderer during the execution of the contract.

2.8 We will not unnecessarily consolidate this Contract

We will do not unnecessary merge this Contract into one single Contract. The Contract concerns an integrated and responsive information campaign in which providing advice on the implementation of the information campaign and the implementation of the information campaign itself will be closely intertwined.

Merging is necessary to ensure consistency, efficiency, and to guarantee the availability of one central point of control. The composition is proportionate and functionally justified. Market access remains guaranteed because combinations or tenderers with subcontractors can also compete.

2.9 We have not divided the contract into lots.

The Contract will not be divided into lots, because dividing the contract into several lots would not be efficient and would harm the effectiveness and coherence of the information campaign.

The information campaign is aimed at potential Polish mobile workers, self-employed persons, and employers who post employees to the Netherlands. To this end, the Contractor is expected to advise the Ministry on which communication/awareness raising tools to use and to implement the information campaign in consultation with the Ministry and the Dutch Embassy in Poland. Achieving a uniform and effective message requires:

- Consistency when it comes to style across all means and channels;
- A single point of contact and a single responsible party greatly facilitates management and coordination;
- Preventing risks such as conflicting messages, or delays in implementation by multiple contractors.

Splitting the contract into lots would lead to organizational complexity, reduced effectiveness of the campaign, and higher administrative burdens for both the Contracting Authority and Contractors.

2.9.1 Schedule of Requirements

The Schedule of Requirements contains the Requirements we set for the performance of the Contract. If you do not meet all the requirements in the Schedule of Requirements, your Tender is invalid, and we will exclude you from further participation in the Tendering Process. The Requirements that we set for the requested services/products are included in Annex 1 - Approval of Schedule of Requirements.

WHAT MUST YOU COMPLY WITH?

3 Exclusion Grounds and Eligibility Requirements

3.1 Introduction

In this chapter you can read about the Exclusion Grounds and Eligibility Requirements that we apply for the Tendering Process.

Using the European Single Procurement Document (ESPD), you indicate whether or not the Exclusion Grounds apply to you and whether you meet the Eligibility Requirements. You can read about how to submit a Tender with the ESPD in section 7.5.

3.2 Exclusion Grounds

Part III of the ESPD lists the Exclusion Grounds that apply to this Tendering Process.

We divide the Exclusion Grounds into three different grounds:

- **Part III.A:** grounds relating to criminal convictions;
- **Part III.B:** grounds relating to the payment of taxes or social security contributions;
- **Part III.C:** grounds relating to insolvency, conflicts of interest or professional errors.

If an Exclusion Ground applies, we may decide not to declare your Tender invalid

In principle, your Tender is invalid if one of the Exclusion Grounds applies. We will then exclude you from further participation in the Tendering Process. We may decide not to declare your Tender invalid in these cases:

- if exclusion would be manifestly unreasonable (Article 2:86a of the Public Procurement Act);
- if you have taken sufficient measures to demonstrate your reliability (Article 2:87a of the Public Procurement Act);
- for imperative reasons of public interest (Article 2:88 of the Public Procurement Act);
- if, in our opinion, exclusion is not proportionate because of the time that has elapsed since the conviction and in view of the subject matter of the Contract (Article 2:88 of the Public Procurement Act).

If an Exclusion Ground as referred to in Part 2.3.5 of the Public Procurement Act 2012 applies to you, you can read about what you need to do in section 7.5.

Are you submitting a tender as a Consortium or with Third Parties to meet the Eligibility Requirements?

We will then test whether the Exclusion Grounds apply for each Consortium Member and each Third Party. You can read more about how you must submit your tender in section 7.5.

3.3 Eligibility Requirements

We impose Eligibility Requirements on a Tenderer to determine whether it is suitable to perform the Contract. Eligibility Requirements are requirements set for your technical and professional ability, professional qualifications, financial and economic standing.

You can read below which Eligibility Requirements apply to the Tendering Process. Your Tender will be invalid if you do not meet the Eligibility Requirements. We will then exclude you from further participation in the Tendering Process.

If you would like to submit a tender, but cannot meet the Eligibility Requirements, you can consider submitting a tender as a Consortium or using a Third Party to jointly meet the Eligibility Requirements.

We are entitled to test whether the Consortium Member(s) and/or Third Party / Third Parties comply with the Eligibility Requirements.

Technical and professional ability

Core competencies

- Experience with conducting online and offline information/awareness raising campaigns;
- Experience in effectively reaching and engaging Polish-speaking communities through relevant social and media channels.

Submit a maximum of four references

You can demonstrate that you comply with the Eligibility Requirement(s) by means of references (see Annex 4 - Reference Statement). You may submit one or a maximum of four references. This means that if there are several core competencies in one reference, you may use the same references for those core competencies.

The end date of a reference project must not be more than three (3) years ago

Reference projects that were completed more than three (3) years ago (counting from the closing date for submission of Tenders) will not be taken into account. A reference project may have started more than three (3) years ago.

Only achieved results count

If you have submitted a reference project that is still running, only the results that you have already achieved will apply.

We may make enquiries with referees

We may verify the supplied data (including with referees). We can do this both when testing the Eligibility Requirements and when verifying the data in your ESPD. You must cooperate fully in this regard. If any inaccuracies are found in the reference statement, we may decide to declare your Tender invalid and exclude you from further participation in the Tendering Process.

Professional qualifications

You are entered in the national professional or trade register

As an Eligibility Requirement, you must be entered in the national professional or trade register in accordance with the requirements that apply in the country in which your undertaking is registered.

Within the Netherlands, a current extract from the trade register of the Chamber of Commerce ('CoC extract') will suffice for this purpose. By current, we mean a valid certificate of registration that is not more than six months old when the Tender is submitted (calculated from the closing date for submission of the Tender).

You must have the Tender duly signed by an authorised person. The signatory's authority is evidenced by the above entry in the national professional or trade register.

If you choose to sign the Tender under power of attorney, you must submit both the current entry in the national professional or trade register and a duly signed power of attorney for the verification of the ESPD.

If the tender is submitted by a joint venture (Consortium), each member must submit a recent certificate of registration of the undertaking in the trade register of the Chamber of Commerce for the verification of the ESPD.

Financial and economic standing*You are adequately insured against professional risks*

You are adequately insured (professional indemnity and/or civil liability insurance) for the performance of the Contract. If we enter into the Agreement with you, you must ensure that you remain adequately insured for the term of performance of the Contract(s).

We can have the supplied financial data audited

This audit shows whether what is stated in the ESPD (Annex 6 - ESPD) is true. We can hire a firm for this purpose.

3.4 Sanctions packages Russia

The Contracting Authority shall act in accordance with the package of sanctions Russia on tenders adopted by the European Council. Your Registration must not contravene the package of sanctions adopted by the European Council. Russian parties are excluded from participating in this tender. This also applies if you have a Russian subcontractor who performs more than 10% of the job value. The current information on the content and scope of the sanctions package Russia on procurement can be found [here](#) and [here](#).

By subscribing to this Tender, you declare that your Tender is not in conflict with the current sanctions package Russia regarding tenders.

WHAT IS IMPORTANT AND HOW DO WE ASSESS IT?

4 Award criterion

We will award this Contract based on the Award Criterion best price/quality ratio

This means that we assess both the quality and the price. The best price/quality ratio will be explained further in the following sections.

4.1 Best price/quality ratio: Award Subcriteria

The details of the Award Criterion are set out further in this section. The table below shows the Award Subcriteria that apply to the Tendering Process. You can also read about the maximum number of points to be scored for each Award Subcriterion.

'Best price/quality ratio' table

Award Criteria		Maximum number of points
A1	<i>Action plan on the information campaign 'Working in the Netherlands'</i>	640
A2	<i>Project Planning, Execution and Risk Management</i>	160
Total quality		800
A3	<i>Price</i>	200
Total price		200
Total		1000

4.2 Award Subcriteria Quality

Award Subcriteria quality 1

Action plan on the information campaign 'Working in the Netherlands'

The tenderer is required to submit an action plan on the development, implementation, monitoring and evaluation of the information campaign 'Working in the Netherlands' This action plan should pay attention to the fact that the information campaign consists of two separate parts, namely the 'fair labour migration campaign' and the 'posted workers campaign'. To this end the following questions need to be addressed in the submitted action plan:

- What approach does the Tenderer foresee to reach the main objectives of the two sub campaigns? The Tenderer is asked to explain the reasoning for the approach presented and why the Tenderer believes this approach is feasible within the constraints of the budget and the proposed timeline of the Contract.
- How will the Tenderer reach out to the target groups of the information campaigns? The Tenderer is asked to make a clear distinction between the target groups of the two sub-campaigns including the fair labour mobility campaign and the posted workers campaign.
- How will the Tenderer monitor the results of the campaigns and evaluate their effectiveness?

The quality and feasibility of the action plan for the 'Working in the Netherlands' campaign will be assessed, including the proposed approach for both sub-campaigns, the strategy to reach the respective target groups, and the robustness of the monitoring and evaluation method.

The Tenderer can obtain a maximum of 640 points for this Award Subcriterion.

Award Subcriteria quality 2

Subaward Criterion: Project Planning, Execution and Risk Management

The Tenderer must demonstrate how the proposed campaigns will be delivered effectively and efficiently within the contract period. The following elements must be addressed:

- A detailed project plan outlining the phases of the campaigns, including timelines and key deliverables
- A clear description of the project management structure, including the roles, and responsibilities of the team members involved in the development and execution of the campaigns.
- An explanation of how the Tenderer will ensure flexibility and responsiveness during implementation, particularly in dealing with unforeseen developments or changes in the external context.
- A risk analysis identifying potential risks to the timely or effective delivery of the campaigns, and corresponding mitigation measures.

The quality of the project plan, feasibility of the timeline, management structure, and robustness of the risk approach will be assessed.

The Tenderer can obtain a maximum of 160 points for this Award Subcriterion.

Responses will, in any case, be assessed on:

- Completeness
 - the extent to which you address all aspects included in the preference/phrasing of the questions.
- Consistency
 - the extent to which the various parts of your response and your response in relation to your responses to other questions are clearly consistent and not contradictory.
- Conviction
 - the extent to which your response convinces us that the objectives of the Contract will be achieved
 - the extent to which your response is verifiable, organization specific, measurable and realistically formulated.

We allow a maximum of 8 pages for Award Subcriteria 1 and 2 (including the first page).

These requirements apply:

- font Verdana 9 pt;
- line spacing at least 1;
- margins of at least 2.5 cm on all sides;
- this includes any annexes;
- no columns.
- Language: English

We do not include any pages in the assessment above the maximum of 8 pages.

To answer the Award Subcriteria 1 and 2, use the Annex 2

Use 'Annex 2 – Response to Award Subcriteria' for your response to the qualitative Award Subcriteria and append it to your Tender. Annex 2 must be provided in duplicate. One copy to be fully anonymised and therefore does not include any reference to your organisation's name (and this version does not need to be signed either). References to other answers are not assessed.

Please note: When responding to the Award subcriteria, make sure you also take into account the requirements set out in the tender documents, such as the assignment description in Chapter 2 and the Schedule of Requirements (Appendix 1).

4.3 Award Subcriteria Price

Fixed, All-Inclusive Price

The price is the fixed, all-inclusive total amount for the information campaign 'Working in the Netherlands'. This means you can execute the Contract at the specified price, taking into account all the Requirements outlined in this Descriptive Document and its Annexes. The price must include all guarantees, costs, and any discounts. This means these costs are also included:

- Salary costs
- Overheads
- Costs for support work
- Costs for the use of equipment
- Normal domestic travel and accommodation costs
- Commuting costs
- Parking costs
- Training costs
- Recruitment and selection costs
- Replacements
- Insurance premiums
- Profits
- Any additional costs, such as the costs of preparing for the performance of the contract.

Currency and VAT

All prices must be quoted in euros and exclude VAT.

Quotation Form

Use **Annex 3 – Quotation Form** to enter your price and include it with your Tender. In Annex 3, you must provide a breakdown of the costs per sub campaign. You must consider the financial scope of the contract, including the fact that spending is subject to an annual maximum budget cap per calendar year, being €40,000 excluding VAT for the fair labour mobility campaign and €50,000 excluding VAT for the posted workers NL campaign. Any tender exceeding the applicable maximum annual budget cap may be declared invalid and may be excluded from further participation in the procurement procedure.

Invalid Price Entries

If you enter €0, leave the price field blank, or submit a negative amount, your Tender could be deemed invalid and excluded from further participation in the Tendering Process.

Irrelevant Information

Any discounts, conditions, or other information not explicitly requested will not be considered in the assessment.

HOW DO WE ASSESS YOUR TENDER?

5 Assessment of your Tender

In this chapter you can read how we assess your Tender.

5.1 Assessment and Assessment Committee

We test for Formal Requirements, Exclusion Grounds and Eligibility Requirements

Before we assess the content of your Tender, we first assess whether your Tender meets the Formal Requirements, that no Exclusion Grounds apply and whether you meet the Eligibility Requirements.

We also check whether you agree with the Schedule of Requirements

If you disagree with the Schedule of Requirements or do not meet the Requirements in the Schedule of Requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process. All requirements from the Schedule of Requirements are therefore known as knock-out criteria.

In some cases, we test against the principle of proportionality

If you do not comply with requirements and regulations in the Tender Documents besides:

- the Exclusion Grounds;
- the Eligibility Requirements;
- the Formal Requirements;
- the Requirements from the Schedule of Requirements;
- other requirements and/or regulations that are subject to the penalty of invalidation and exclusion,

we may decide to declare your Tender invalid and to exclude you from further participation in the Tendering Process. Invalidation and exclusion will not occur if this is contrary to procurement principles (including the principle of proportionality).

If your Tender meets all requirements and regulations, we will assess the content of your Tender.

If your Tender meets all the requirements and regulations, we will assess the content of the Tender based on the Award Subcriteria and give it a score. An assessment committee will assess the content of your Tender. The assessment committee consists of at least 3 people who have the expertise required to assess the content of your Tender.

5.2 Assessment of quality

Each Award Subcriterion 'Quality' in this Tendering Process is composed of several Preferences in the form of a question.

We assess your answers to sub awarding criteria by giving a grade

When finalising the grades, the committee will not compare your Tender with the other tenders.

The grade expresses the substantive assessment

The Assessment Committee determines the grade of the open question. You will be given a grade between 0 and 10. The table below shows what each grade says about the quality of your Tender.

Grading scale table

10	Excellent: in the assessor's opinion, the Tenderer has given an excellent answer to the question asked in this Award Subcriterion or this part of the Award Subcriterion. Substantive and specifically relevant details are offered, which match up fully with the Contracting Authority's Preferences. The Tenderer has fully convinced the Contracting Authority that the solution offered will achieve all the objectives.
8	Good: in the assessor's opinion, the Tenderer has given a good answer to the question asked in this Award Subcriterion or this part of the Award Subcriterion. Substantive and specifically relevant details are offered, which match up well with the Services to be performed. The Tenderer has largely convinced the Contracting Authority that the solution offered will achieve all the objectives.
6	Satisfactory: in the assessor's opinion, the Tenderer has given a satisfactory answer to the question asked in this Award Subcriterion or this part of the Award Subcriterion. Most of the elements requested have been elaborated upon and answered, with some substantively specific relevant details or certain details which do not match up fully with the Contracting Authority's Preferences. The Tenderer has partially convinced the Contracting Authority that the solution offered will achieve all the objectives.
4	Unsatisfactory: in the assessor's opinion, the Tenderer has given an unsatisfactory answer to the question asked in this Award Subcriterion or this part of the Award Subcriterion. In the assessor's opinion the response is limited and does not match up adequately with the Contracting Authority's Preferences. The Tenderer has convinced the Contracting Authority inadequately and to a limited extent that the solution offered will achieve all the objectives.
2	Poor: in the assessor's opinion, the Tenderer has given a poor answer to the question asked in this Award Subcriterion or this part of the Award Subcriterion. In the assessor's opinion the response does not match up with the Contracting Authority's Preferences. The Tenderer has not convinced the Contracting Authority that the solution offered will achieve all the objectives.
0	No answer: in the assessor's opinion, the Tenderer has given no answer to the question asked in this Award Subcriterion or this part of the Award Subcriterion.

In the assessment, the assessors do not yet know which price is associated with a Tender

This will ensure that the assessors only assess the quality of your Tender.

The scores of the open questions are determined as follows:

- firstly, each member of the Assessment Committee individually determines which assessment and score is given per Tender for each Sub-award Criterion;
- secondly, the Assessment Committee shall meet in plenary session to discuss the individual assessments. For each (part of a) Sub-award Criterion, the Committee shall determine a single consensus score.
In the event of differing views, the Committee shall deliberate further until a consensus is reached. No averaging or mathematical calculation of individual scores shall be applied.

How the final score is determined

The final score on a Preference is calculated using the following formula:

Score = (rating/maximum rating attainable) * maximum score attainable.

This score is called the weighted score. The maximum score attainable is available in the overview of Award Subcriteria in paragraph 4.1

5.3 Assessment of the Price

This formula comprises the following:

max.points 200; this is the maximum number of points that you can obtain for the price of your Tender.

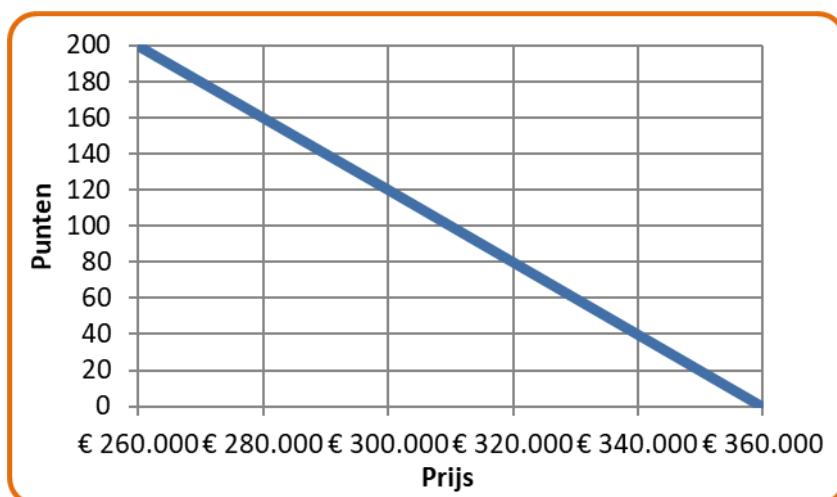
max.price € 360.000. if this is your assessment price, you will receive 0 points for the price of your Tender. If your Tender has a lower assessment price, you will receive positive points. If your Tender has a higher assessment price, you will be excluded from the Tendering process.

You must take into account the fact that spending is subject to a maximum annual budget cap per calendar year, being €40,000 excluding VAT for the fair labour mobility campaign and €50,000 excluding VAT for the posted workers NL campaign. Any tender exceeding the applicable maximum annual budget cap may be declared invalid and may be excluded from further participation in the procurement procedure.

min.price € 260.000,-; if this is your assessment price, you will receive the maximum number of points for the price of your Tender. If your Tender has a lower assessment price, you will also receive the maximum number of points.

ass.price The assessment price of your Tender (as described in section 4.3).

In the diagram below, we have schematically shown the relationship between the assessment price of your Tender and the number of points you receive for this price.



Formula including a breakpoint:

Before the breakpoint:

$$= 0 + (120 - 0) / (300.000 - 360.000) \times (\text{Assesment Price} - 360.000)$$

After the breakpoint:

$$= 120 + (200 - 120) / (260.000 - 300.000) \times (\text{Assesment Price} - 300.000)$$

Assessment of the best price-quality ratio

You will receive a total score for your Tender

This score is the sum of all the scores of the Award Subcriteria for price and quality. If applicable, the scores for each Award Subcriterion are rounded off to two decimal places. We do this for readability. When calculating the total score, we do not round off the scores for each Award Subcriterion.

If the scores are tied, we award the Contract to the Tenderer with the best score for quality

We look at the total of the scores for quality rounded off to two decimal places. If the total score for quality is also tied among several Tenderers, we then award the Contract to the Tenderer with the highest score on the part of the Award Subcriterion with the highest weighting. If the scores are also tied for this part, we draw lots under the supervision of a civil-law notary.

You are eligible for being awarded the Relevant Contract if you:

- have submitted a valid Tender;
- and you have the highest total score of all Tenderers.

5.4 Manipulative or abnormally low Tender

A Tender that violates the assessment mechanism (manipulative Tender) is invalid. In that case, we will exclude you from further participation in the Tendering Process.

This occurs, for example, if the Tenderer disrupts the intention of the assessment system, for example by disregarding the objective that the Contracting Authority has in mind when assessing the Award Subcriterion of price.

If you submit a Tender that appears to be abnormally low in relation to the Contract to be performed, we will request that you clarify the proposed price or costs. This may result in us declaring your Tender invalid and excluding you from further participation in the Tendering Process, for example, if you cannot substantiate the low level of the proposed prices or costs.

HOW DOES THE TENDERING PROCEDURE WORK AND HOW DO YOU SUBMIT A TENDER?

6 How does the tendering procedure work?

This chapter describes the tendering procedure. You will be given an overview of the timetable and we will then briefly explain each step. In this chapter you will also find out who your Contact Person is and how you can ask questions.

6.1 The European open procedure

Any interested Economic Operator may submit a tender for this Tendering Process

We have opted for an open procedure. The open procedure has been selected to ensure maximum competition, transparency, and equal opportunity for all interested parties, in line with the principles of public procurement. For more information on European tendering, visit www.rijksoverheid.nl/onderwerpen/aanbesteden

More information for economic operators about participating in public procurement can be found on the website www.ondernemersplein.nl/ondernemen/bedrijf-organiseren/stappenplan-deelnemen-aan-een-aanbesteding-van-de-overheid

6.2 TenderNed

The Procurement procedure is conducted via the online procurement platform TenderNed (www.tenderned.nl).

Registration and Authorization

Would you like to participate in this Procurement? Please ensure in a timely manner that your company is properly registered at www.TenderNed.nl
Also verify who is authorized to digitally submit a tender on behalf of your company.

6.3 Contact person

Your Contact Person is Ayfer Kiziltas, Senior procurement advisor.

You may only communicate with the Contact Person regarding this Tendering Procedure. All communication must be conducted through the TenderNed messaging module. If you communicate about this Tendering Process with other employees of the Contracting Authority, or through other channels, we may decide to declare your Tender invalid and exclude you from further participation in the Tendering Process.

6.4 Timetable of the Tendering Process

This Tendering Process starts on the date on which we publish it via TenderNed (see the timetable).

We aim to keep to the timetable below. Without explicit notice to the contrary, you should assume this timetable applies. We will report timetable changes in the Summary of Additional Information and Changes or via TenderNed. Potential tenderers cannot derive any rights from this timetable.

Timetable for the tendering procedure

Phase	Activity	Deadline	Time
Tender	Publication of the Contract notice	March 16, 2026	
	Deadline for submitting questions, text suggestions for contractual conditions and reporting contradictions, unclear statements and inaccuracies in and/or objections to tender documents.	April 2, 2026	Before 10.00 AM
	Publishing answers to questions (Summary of Additional Information and Changes)	April 14, 2026	
	Closing date to submit Tender	May 11, 2026	10.00 AM
Assessment	Opening the digital safe	May 11, 2026	
	Assessment of Tenders	May 15, 2026	
	Announcement of Award Decision	May 27, 2026	
Award	Standstill period until	June 16, 2026	23:59 PM
	Verification of European Single Procurement Document (ESPD)	June 3, 2026	
	Signature of Agreement	June 18, 2026	
	Expected commencement date of Agreement	June 22, 2026	
	Publication of the contract award notice	June 29, 2026	

6.5 Questions and text suggestions

Something in the Descriptive Document might be unclear to you. You can find out what to do in this section.

Submit all your questions via TenderNed

Do you have any questions about the content or the procedure of this Procurement? Or have you identified inconsistencies, ambiguities, or objections? Please submit your questions exclusively through the Questions and Answers section in the TenderNed dashboard. Questions submitted by any other means will not be answered. You may also use this section to raise questions or make suggestions regarding the contract terms and conditions.

When submitting your question, please clearly state the document and paragraph to which it relates.

Submit all your questions and identified inconsistencies no later than the deadline stated in the schedule

This ensures that you will receive a response to your question. If you submit your question after the deadline, we will only answer it if we consider the information to be essential for all Tenderers. In principle, the tender submission deadline will not be extended, even if we publish the answers less than ten (10) days before the closing date.

If you do not report inconsistencies, ambiguities, or objections in time, we will in principle no longer amend the Descriptive Document. You cannot derive any rights from inconsistencies that you did not identify, or that you identified but failed to report to us in a timely manner. Naturally, we make every effort to prevent inconsistencies in the Procurement Documents.

Ensure that your questions and suggestions are anonymous

Therefore, do not include in your question:

- company names;
- product names;
- any other names related to your organisation.

We publish all questions and answers in TenderNed

All questions and answers are included in the Memorandum of Clarifications (Nota van Inlichtingen). In this way, all Tenderers receive the same information. You will always receive a notification by email when we publish the questions and answers. We will publish the Memorandum of Clarifications no later than the date specified in the schedule.

Make sure your questions and suggestions are anonymous

In your question, do not use:

- company names;
- product names;
- other names related to your organisation.

Next is the second round of questions

The second round of questions works the same as the first one. Ask your questions for the second round before the date and time scheduled in the timetable. Answers to questions in the second round will be published by the date and time scheduled in the timetable. We assume after this that the Tendering Process is clear to all Tenderers.

You can also ask confidential questions

The answer will then only be for you, not for the other Tenderers. If you want a confidential answer to your question, clearly explain why you believe that disclosing this information could harm the legitimate economic interests of your undertaking.

If we disagree with your explanation, we will present you with a choice: we will either include your question in the Summary of Additional Information and Changes to be made generally available, or we will not answer your question.

We only provide information via TenderNed

If you have received information in a different way, you cannot derive any rights from it. This applies even if you receive information from one of our employees or representatives.

6.6 Contradictions, unclear statements, inaccuracies and objections

Report any inconsistencies, unclear statements, inaccuracies and objections as soon as possible

You should therefore report any inconsistencies, unclear statements, inaccuracies and objections you may have as soon as possible. In any case, you must report this before the date and time by which written questions must be submitted (see section 6.4). You can report these in the manner described in section 6.5. In principle, if you do not report these in time, we will no longer amend the Descriptive Document. You cannot derive any rights from inconsistencies, unclear statements, inaccuracies and objections that you have not identified or that you have identified but have not reported to us in time. Of course, we do our best to avoid inconsistencies, unclear statements and inaccuracies in the Tender Documents.

The Summary of Additional Information and Changes always takes precedence

If the Summary of Additional Information and Changes and the Descriptive Document contradict each other, we will work from what is in the Summary of Additional Information and Changes. If there are several Summaries of Additional Information and Changes and they contradict each other, what is stated in the most recently published Summary of Additional Information and Changes will apply.

6.7 Opening of Tenders

The opening of the digital safe is **not** public and takes place after expiry of the deadline for submission to the Contracting Authority on the date specified in section 6.4.

Publication of the Record of Opening takes place via TenderNed. The Record of Opening states which Tenderers have submitted a Tender.

6.8 Communication of the Award Decision

We will announce the Tenderer that has been awarded the Contract on the date scheduled in the timetable

This Award Decision specifies:

- who has been awarded the Contract;
- why we have awarded the Contract to this Tenderer;
- what the standstill period entails. This is the period within which you can still lodge an objection to the Award Decision;

- if the Award Criterion is the best price/quality ratio, you will see the scores of the Award Subcriteria and their respective parts in terms of quality and the total score on price of the winning Tenderer.

Note: you cannot derive any rights from the Award Decision

If the Award Decision is positive for you, you will receive the Contract, in principle.

However, you cannot derive any rights from the Award Decision and are not entitled to compensation based on the Award Decision if we do not award the Contract.

The communication of the Award Decision is therefore not an acceptance of the offer.

You are entitled to perform the Contract only once we have signed the Agreement with you.

Sometimes we do not disclose certain information in the Award Decision

We do not disclose information, if disclosing it:

- would be contrary to any statutory rule;
- would be contrary to the public interest;
- could harm the legitimate commercial interests of Economic Operators;
- could prejudice fair competition between Economic Operators.

6.9 Verification of data in the European Single Procurement Document (ESPD)

When publishing the Award Decision, we ask for supporting documents to verify the data in the ESPD of the Tenderer to whom we awarded the Contract. You can read how this works below.

On request, the Tenderer must provide the following supporting documents within five (5) working days:

The Tenderer must provide the following documents. Where the Tenderer is established outside the Netherlands, equivalent documents issued by the competent authorities in the country of establishment may be submitted.

An extract from the trade register of the relevant Chamber of Commerce or equivalent commercial register in the country of establishment (including a power of attorney, if applicable). The extract must not be more than six months old at the time the Tender is submitted.

A Certificate of Conduct for Procurement, or an equivalent declaration or certificate issued by a competent authority in the country of establishment, demonstrating that the Tenderer has not been convicted of offences relevant to public procurement. Such certificates must not be more than two years old, calculated back from the closing date of the Tender.

A statement from the competent tax and social security authority in the country of establishment confirming that the Tenderer has fulfilled its obligations regarding the payment of taxes and social security contributions. This statement must not be more than six months old at the time the Tender is submitted.

You will also be asked to provide this information:

- The IBAN and BIC code of your bank account into which any payment will be made;
- The details of the signatory of the Agreement and the contact person for performing the Contract.
- state here which original supporting documents must still be submitted to prove that the Eligibility Requirements and/or technical specifications have been met.

If a Consortium is awarded the Contract, each Consortium Member must provide these supporting documents. If a Third Party is relied on to comply with the stipulated Eligibility Requirements, each Third Party has to provide these supporting documents.

You must send the supporting documents via the message module in TenderNed.

Are your data incorrect or have they been submitted late?

We can give you the opportunity to remedy this once within three working days. If you do not do this in time, we may decide to declare your Tender invalid and to exclude you from further participation in the Tendering Process. We will then revoke the Award Decision and may decide to award the Contract to another Tenderer.

6.10 Standstill period and objections

The standstill period commences the day after publication of the Award Decision on TenderNed. The standstill period lasts 20 calendar days. During this period, you have the opportunity to take legal measures against the Award Decision. The standstill period serves as a strict deadline. After the standstill period, you will no longer be able to object to the Award Decision because your rights will have ceased to exist. We are then free to enter into an Agreement. You can read more about the standstill period in Article 2.127 of the Public Procurement Act 2012.

Further clarification or questions

If you need further clarification or have any questions, contact the Contact Person. You can reach the Contact Person via the message module in TenderNed.

Do you have objections to this Award Decision?

You can then:

- talk to the Contact Person for an explanation;
- if you are considering bringing preliminary relief proceedings, contact the Contact Person first via the TenderNed message module stating your objection.

Have you decided on preliminary relief proceedings?

You must then:

- bring preliminary relief proceedings before the civil court in The Hague within 20 calendar days of the date of the Award Decision;
- send a copy of the summons to the Contact Person via the TenderNed message module.

In principle, we will not enter into an Agreement before the court has ruled in the preliminary relief proceedings. If there is a compelling reason within the Contract not to wait with the award, we may decide to enter into an agreement in spite of the preliminary relief proceedings.

If preliminary relief proceedings are brought, we will inform all Tenderers.

6.11 Rights reserved by the Contracting Authority

We may ask additional questions

We may decide to ask you additional questions to clarify your Tender or request supporting documents/statements to verify the accuracy of your Tender.

We may discontinue this Tendering Process at any time

This applies even after we award the Contract to a Tenderer. We may decide to discontinue the Tendering Process completely or for a lot, or not to award the Contract. If we decide to do this, you will be notified via TenderNed.

7 How do you submit a Tender?

7.1 Cover letter

Cover letter

When submitting your Tender, you may include a cover letter. This letter is free in form; therefore, no specific Appendix has been included for this purpose in the Procurement Documents.

It must contain:

- the name and contact details of the contact person for the Tendering Process;
- the reference of your Tender;
- the signature of an authorised signatory.

7.2 Submit Tender in TenderNed

Submit via TenderNed

You can only submit via TenderNed. If you do not submit via TenderNed, your Tender is invalid and we will exclude you from further participation in the Tendering Process. You thus cannot submit in any other way (e.g. by email).

Make sure you submit in plenty of time

If you submit late other than because of an extended malfunction of TenderNed, your Tender is invalid and we will exclude you from further participation in the Tendering Process. Therefore, always consider that:

- the correct and complete uploading of all files takes time;
- your internet connection may be slow;
- you may have technical problems with TenderNed;
- the TenderNed help desk is not always able to solve your technical problem immediately.

When uploading the Annexes, consider the following:

- Start uploading on time! Sometimes it takes a long time before everything is uploaded.
- Upload each Annex separately.
- Make sure that the file name clearly indicates which Annex it is.
- Make sure that each Annex is complete and correct.

7.3 Formal Requirements for the Tender

Make sure your Tender complies with the Formal Requirements

You can read the Formal Requirements below. If you do not meet these requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process. By submitting a Tender in response to this Tendering Process, you agree to be bound by all the terms and conditions set out in this Descriptive Document and all its Annexes.

Each Tender must comply with the following Formal Requirements:

- You must submit your Tender in time.
- You must provide all requested information. Section 7.4 sets out all the minimum Annexes that the Tender must contain.
- Use the forms provided in this Descriptive Document and the Annexes. Do not adapt the permanent wording of those forms.
- Do not attach any conditions to your Tender.

- You must submit a Tender without any reservations.
- The Tender must be validly signed, i.e. by someone who has proper authority for that purpose.
- You must warrant that your Tender will remain valid for at least 120 days after the closing date for its submission. This is the period of validity. If preliminary relief proceedings are brought, we will extend the period of validity by 45 days, after the court has given its ruling.
- You must ensure that all communication regarding and about the Tender is in Dutch. During the term of the Agreement, you must always communicate in Dutch.

We will treat your data confidentially

We will never provide your data to other parties, including if we do not award you the Contract.

7.4 Mandatory Annexes in TenderNed

The table below shows which Annexes (if any) you need to complete and upload in TenderNed.

All documents you need to complete for submitting the Tender are marked as 'presence required'. All documents must be appended as an annex to your Tender, using the names of the documents below (e.g. 'Annex 4 - Reference Statement'). You can name the cover letter file 'Cover Letter'.

No	Description	See para.	Forms to be used	Presence required?	By whom?	Add to TenderNed
0	Cover letter	7.1	Draft it yourself No prescribed format	No	Tenderer or (if Consortium) the coordinator	At "Additional documents"
1	Approval of Schedule of Requirements (PDF file)	2.9.1 5.1 7.3	Annex 1	Yes	Tenderer or (if Consortium) the coordinator	At "Additional documents"
2	Response to the Award Subcriteria (PDF file)	4.1	Annex 2	Yes	Tenderer or (if Consortium) the coordinator	At "Additional documents"
3	Quotation Form (file in Word and PDF)	4.1 0 0	Annex 3	Yes	Tenderer or (if Consortium) the coordinator	At "Additional documents"
4	Reference Statement	3.3	Annex 4	Yes	Tenderer or (if Consortium) the coordinator	At "Additional documents"

5	Holding Company Statement	7.7	Annex 5	Yes	Tenderer or Tenderer and holding company	At "Additional documents"
6	European Single Procurement Document (ESPD)	3.2 7.5	Annex 6 (UEA-wizard in TenderNed)	Yes	Tenderer or (if Consortium) all Consortium Members or (if a Third Party has been relied on to comply with the Eligibility Requirements), all Third Parties	Via the separate ESPD module on TenderNed site

7.5 Submit with the ESPD

We use the UEA wizard in TenderNed. You can find it on your dashboard. After fully completing the UEA, you generate a PDF. You must sign this legally and include it with your tender submission.

The UEA consists of five parts

In Part II you complete the details of your own company. In Part III you will find all Grounds for Exclusion. We have indicated which Grounds for Exclusion apply to this Procurement.

Each legal entity involved submits its own UEA

Are you submitting a tender as a Consortium or relying on Third Parties to meet a Suitability Requirement? If so, you must submit multiple UEAs, one for each organisation involved. You can read more about this in paragraph 7.6.

You can create a second UEA by clicking the "complete the form" button again. This allows you to prepare an additional UEA for a consortium partner or a third party. The UEA relating to the consortium partner or a Third Party can be completed online here.

By submitting a UEA, you declare that you are suitable for this Contract

By selecting "Yes" in section a in Part IV of the UEA ("General indication for all selection criteria"), you declare that your company meets all Suitability Requirements set out in paragraph 3.3 of this Descriptive Document. The term selection criteria is used in the UEA. This refers to the Suitability Requirements.

By signing the UEA, you also declare that the Grounds for Exclusion do not apply to your company

If a Ground for Exclusion does apply but you nevertheless submit a tender, you must include in the UEA the information and/or measures requested in Part III of the UEA (Grounds for Exclusion).

If something goes wrong while you are working with the ESPD, you will be given one more chance

We do this because the ESPD might be unfamiliar to you and we understand that things can sometimes go wrong.

7.6 Submitting a Tender as a Consortium or using a Third Party

Economic Operators may decide to jointly participate in a Tendering Process

Reasons can include:

- they do not have sufficient individual capacity, experience and/or expertise;
- to spread risk: financial and/or dependence on one large Contracting Authority;
- they have no chance individually (SMEs).

The Contracting Authority may not prohibit Tenders being submitted by a Consortium or using one or more Third Parties. However, it may impose proportional conditions, such as joint and several liability, a single point of contact or the establishment of a legal entity after the Contract is awarded. Also see Articles 2.52 and 2.92 of the Public Procurement Act 2012.

You must complete the European Single Procurement Document (ESPD), as set out in Annex 6 – ESPD, and meet the conditions set out below:

Submitting a Tender as a Consortium

In the case of a joint venture (Consortium), all participants in the joint venture must complete and sign their own copy of the ESPD. This will be appended to the Tender. Under **Part II A**, Method of participation in the ESPD, they must give the names of all Consortium Members and their own role, also specifying which economic operator is in charge of the joint venture (Consortium) and acts as the authorised party ('coordinator') on behalf of the joint venture (Consortium) in dealings with the Contracting Authority.

The coordinator is therefore the economic operator who is duly authorised by each Consortium Member to enter into obligations on behalf of the joint venture for this Tendering Process, for which all individual participants in the joint venture are fully, jointly and severally liable towards the Contracting Authority.

By submitting a Tender, each Consortium Member declares that:

1. the information provided in the Tender and ESPDs is correct and legally valid;
2. they are each jointly and severally liable for the performance of the Contract and warrant the correct and timely fulfilment of all obligations under the Agreement.

After the period for submitting the Tender closes, the composition of the Consortium may not change without the Contracting Authority's consent.

Using a Third Party to meet the Eligibility Requirements

If you rely on a Third Party to meet the Eligibility Requirements, you must tick 'yes' in **Part IIC** of the ESPD. Third parties which a Tenderer relies on to meet the Eligibility Requirements must also submit their own copy of the ESPD with the information we request in **Parts IIA, IIB and III**.

A condition for relying on a Third Party to comply with the stated Eligibility Requirements is that the Tenderer must be able to demonstrate that he actually has access to the Third Party's resources needed for that Contract. This can be done, for example, with a statement from the Third Party that it is prepared to perform the relevant work.

If you rely on the technical and professional ability of a Third Party, you must be able to deploy the resources necessary for the performance of the Contract during the entire term of the Agreement.

Only one manner of submission is allowed

You may participate in this Tendering Process once only: either as an independent Tenderer or as a Consortium Member. If you do not comply with this rule, all your Tenders will be invalid and we will exclude all parties involved from further participation in the Tendering Process.

The three situations below are also prohibited in principle, unless you demonstrate that (i) the Tenders in question were drawn up separately, i.e. completely independently of each other, (ii) without knowledge of the relevant market behaviour of the other Tenderer/Consortium, and (iii) there is no threat to transparency and/or distortion of competition:

- You may not submit a Tender as an independent Tenderer or as a Consortium Member and also act as a Subcontractor for another Tenderer or Consortium;
- You may not act as a Subcontractor for more than one Tender;
- If you are part of a group, several subsidiaries or group companies of this group may not submit a Tender.

If we believe that one of these three situations applies, we will ask you to issue an anti-collusion statement. In the anti-collusion statement, you must declare that (i) your Tender has been drawn up separately, i.e. completely independently, (ii) without knowledge of the relevant market behaviour of any other Tenderer/Consortium, and (iii) there is no threat to transparency and/or distortion of competition between Tenderers/Consortiums. You must also specify the measures you have taken for this purpose.

If you cannot demonstrate this, all your Tenders will be invalid and we will exclude all parties involved from further participation in the Tendering Process.

You may subsequently involve others in performing the Contract with our consent

If you have been awarded the Contract and would like to involve another party in performing the Contract after the Agreement has been concluded, ask us to give consent first. As the Contractor, you will always remain responsible for performing the Contract as we have agreed.

7.7 Submitting a Tender as a subsidiary or operating company

If the Tenderer is a subsidiary or operating company, these rules apply:

The Tenderer and the holding or parent company must sign Annex 5 - Holding Company Statement

By doing so, the holding or parent company declares that it is jointly and severally liable for debts arising from the Tenderer's legal acts. This is also stipulated in Article 2.403 of the Dutch Civil Code. Alternatively, the Tenderer declares that it does not rely on Article 2.403 of the Dutch Civil Code. In both cases, the Tenderer must submit a signed Annex 5 - Holding Company Statement with its Tender.

8 Conditions

If we award you the Contract, we will enter into an Agreement with you. In this chapter you will read about what you are agreeing to, and the accompanying rights and obligations.

8.1 Agreement and Government Terms and Conditions

We record the mutual rights and obligations in the Agreement

The General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025) are also part of the Agreement. By submitting a Tender, you agree to the draft Agreement and the above terms and conditions, including the amendments made by the Summary of Additional Information and Changes.

We do not accept your delivery conditions, payment conditions or other general terms and conditions, and these are expressly not part of the Agreement that we enter into with you.

The Descriptive Document, including Annexes and the Tender of the winning Tenderer, will become an integral part of the Agreement. This means that the response to the Award Subcriteria and your price are included and part of it.

8.2 Reimbursement of tender costs

You may not charge any Tender Costs for this Contract

You are liable for all costs related to this Tendering Process. Any damage that may occur because the Tendering Process is terminated or because you are not awarded the Contract is also at your own risk.

Regular Tendering Process

In this Tendering Process, we do not reimburse any tender costs because this involves regular procurement that does not involve extreme effort, but rather a normal effort based on this standard Descriptive document.

8.3 E-invoicing

As a supplier, you must invoice electronically

As the government, we are obliged to implement e-invoicing from November 2018. This is laid down in the EU Directive on electronic invoicing in public procurement (2014/55/EU).

E-invoices

More information can be found on the website of helpdesk-efactureren.nl and in the leaflet [Bijsluiter e-factureren aan de rijksoverheid](#).

9 Complaints procedure

You can file a complaint, if:

- you feel that we have not complied with laws and regulations;
- you believe that we discriminate, are guilty of unequal treatment, do not apply transparent tendering procedures or set unreasonable Requirements.

You may not file complaints about other matters relating to the Tendering Process.

You can file a complaint by emailing it to: klachtenmeldpunt.RIS@rijksoverheid.nl

State clearly in the email that you have a complaint and what it is about. When dealing with your complaint, we will use Complaint Handling's recommendations. You can read more about this on [the website of the Expertise Centre for Tendering Processes](#).

A complaint is not a request for more information

A complaint is intended to show that you do not agree with the course of events during this Tendering Process. Do not use a complaint to ask for more information. Opportunities exist in the Tendering Process to ask for more information or clarification.

In principle, if you submit a complaint, the Tendering Process will continue as usual

We will stop the Tendering Process only if we consider it necessary.

Glossary

In this Descriptive Document and the Agreement, some terms are used regularly. As we want to ensure that you know exactly what you are submitting a tender for, we explain these important terms below.

<u>Agreement</u>	The written services agreement arrangements between the Contracting Authority and the Contractor concerning the Contract. Annex A contains the draft agreement.
<u>Annex</u>	Any document entitled 'Annex' appended to this Descriptive Document. Also the documents on TenderNed with the title 'Annex'. An Annex is part of the Descriptive Document.
<u>Award Criterion</u>	The criterion that forms the basis for the Award Decision.
<u>Award Decision</u>	The award of the Contract to a Tenderer. This means that we intend to conclude the Agreement with this Economic Operator.
<u>Award Subcriterion/ Award Subcriteria</u>	A further elaboration of the Award Criterion.
<u>Certificate of Conduct for Procurement</u>	The statement according to the description in Article 4.1 of the Public Procurement Act 2012.
<u>Contracting Authority</u>	The legal entity with which the Contractor enters into the Agreement.
<u>Consortium Member</u>	Anyone who is part of the Consortium that submits a Tender.
<u>Consortium</u>	Two or more legal entities that submit a Tender in the Tendering Process as a joint venture.
<u>Contact person</u>	RIS Ms Ayfer Kiziltas (Senior Procurement Adviser)
<u>Contract</u>	The public contract for which you can submit a Tender via this Tendering Process within the meaning of Article 1.1 of the Public Procurement Act 2012.
<u>Contracting Authority</u>	The State of the Netherlands. Chapter 1.1 of this Descriptive Document describes the specific participant(s) in this Tendering Process.
<u>Contractor</u>	The Tenderer with which the Contracting Authority enters into an Agreement for 'The Working in the Netherlands' information campaign.

<u>TenderNed</u>	is the official online public procurement platform of the Netherlands. It is used by contracting authorities to publish tender notices and conduct procurement procedures electronically.
<u>Descriptive document</u>	This document and its Annexes.
<u>Economic Operator</u>	A contractor, supplier or service provider according to the description in Article 1.1 of the Public Procurement Act 2012.
<u>Eligibility Requirements</u>	Requirements that show you are suitable to perform the Contract.
<u>European Single Procurement Document (ESPD)</u>	Declaration that you complete and sign with your Tender in accordance with the standard form as referred to in Commission Implementing Regulation (EU) 2016/7 of 5 January 2016.
<u>Exclusion Grounds</u>	The mandatory and optional Exclusion Grounds from participation in the Tender as referred to in Articles 2.86 and 2.87 of the Public Procurement Act 2012, respectively.
<u>Formal Requirements</u>	Formal Requirements to be met by the Tender. These are included in section 7.3.
<u>Public Procurement Act 2012</u>	Act of 1 November 2012, setting out the new rules for tendering (Bulletin of Acts and Decrees 2012/542).
<u>Requirements</u>	Requirements set out in the Schedule of Requirements that you and/or your Tender must meet to be eligible for the award of the Contract.
<u>Schedule of Requirements</u>	Requirements relating to the Contract.
<u>Subcontractor</u>	An Economic Operator who performs part of the Contract. The Subcontractor does this on the instructions and under the responsibility of the Contractor.
<u>Summary of Additional Information and Changes</u>	<p>The document containing:</p> <ul style="list-style-type: none"> • our answers to questions from you and other potential Tenderers; • amendments or additions to the Descriptive Document and/or the Annexes. <p>The Summary of Additional Information and Changes is part of the Tender Documents.</p>
<u>Tender</u>	An offer made by Tenderer based on the Descriptive Document in this Tendering Process.
<u>Tender documents</u>	All documents drawn up or referred to by the Contracting Authority to describe or determine parts of the Tendering Process or the procedure.

<u>Tenderer</u>	An Economic Operator who has submitted a Tender for the purpose of this Tendering Process. A potential Tenderer is an Economic Operator who has registered on TenderNed, downloaded the Descriptive Document and possibly intends to submit a Tender for this Tendering Process.
<u>Tendering Process</u>	This procurement procedure. We apply the 'open procedure'.
<u>Third Party</u>	The entrepreneur that the Tenderer relies on to comply with the Eligibility Requirements.
<u>RIS</u>	The organisation that supervises the Tendering Process on behalf of the Contracting Authority. For more information, see: www.rijksinkoopsamenwerking.nl .