



Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of an Action Plan for Flood Resilience of Ho Chi Minh City

Publication date:	9 October 2026
Status:	definitive
Reference:	202608055

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Definition of terms

Tendering authority	The Ministry of Economic Affairs.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>).
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio, whereby quality is weighted at 80% and price at 20% (see sections 3.4, 5.1 and 6.4).
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs – 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.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for an Action Plan for Flood Resilience of Ho Chi Minh City. This tender concerns a public service contract (overheidsopdracht voor diensten) within the meaning of Article 1.1 of the Public Procurement Act. You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Netherlands Enterprise Agency (RVO) of the Ministry of Economic Affairs. IUC-EZK will act as process manager during this tendering process.

The Netherlands Enterprise Agency (RVO)

The Netherlands Enterprise Agency (RVO) helps entrepreneurs and organisations to invest, develop and expand their businesses and projects. Both in the Netherlands and abroad. It is a government agency which is part of the Dutch Ministry of Economic Affairs.

RVO supports entrepreneurs, NGOs, knowledge institutes, policymakers and organisations. It improves collaborations and strengthens positions through its funding and networks. By sharing its know-how, RVO helps entrepreneurs and organisations move forward doing business abroad.

About PSD Toolkit

The Private Sector Development Toolkit (PSD Toolkit) contributes to local private sector development by creating an enabling environment for sustainable economic growth and strengthening local Micro, Small, and Medium-sized Enterprises (MSMEs). It furthermore aims to strengthen the impact of other programmes (with a link to the private sector development). The PSD Toolkit interventions are tailored to address local challenges by leveraging Dutch knowledge and expertise wherever possible.

The PSD Toolkit empowers Dutch embassies in countries where the Dutch Private Sector Development (PSD) policy is active to contribute to private sector development in those countries, both through tailor-made interventions and long-term programming (where possible with other PSD interventions and programmes).

Role of the Contracting Authority and Local Stakeholders

While the Contractor will work closely with the Ho Chi Minh City People's Committee and other local stakeholders, the State of the Netherlands (represented by RVO) is the sole Contracting Authority. All formal approvals, acceptance of deliverables, and authorizations for invoicing remain the exclusive right of the Contracting Authority. Local stakeholders have an advisory role in the review process.

1.2 Time schedule

The schedule below applies to this tendering process.

9 October 2026	Issuing of publication, start of tendering period.
26 October 2026 (12:00 PM CEST)	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document 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).
5 November 2026	Issuing of Memorandum of Information
19 November 2026 (12:00 PM CET)	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.

9 December 2026	Announcement of the award of the Contract.
11 January 2027	End of the (extended) standstill period: deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract (see section 7.2.25).
18 January 2027	Indicative starting date of the Contract (signature of the Contract after expiry of the standstill period, see section 2.6).
30 June 2027	Deadline for submission of the Final Report (Result 3)

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 Background

The assignment is being supported from the Netherlands in response to a direct request from the Ho Chi Minh City People's Committee to the Embassy of the Kingdom of the Netherlands. Given the longstanding cooperation between the Netherlands and Vietnam on integrated water management, climate adaptation and delta resilience, and the Netherlands' extensive expertise in flood risk management and sustainable urban water management, the People's Committee has requested Dutch support in developing the new Flood Control and Wastewater Treatment Action Plan for Ho Chi Minh City. The Embassy, together with the Consulate General, plays a facilitating and coordinating role by connecting the Vietnamese authorities with relevant Dutch knowledge, expertise and potential partners, and by ensuring that the assignment builds on the longstanding bilateral cooperation on water management. This also provides a basis for continued cooperation between Vietnamese and Dutch public authorities, knowledge institutions and private sector organisations during the future implementation of the Action Plan.

On 1 July 2025, Ho Chi Minh City was officially expanded through the merger with the former provinces of Binh Duong and Ba Ria–Vung Tau. The newly established city now covers approximately 6,772 km² and has a population of more than 14 million people, reflecting Vietnam's ambition to develop Ho Chi Minh City into a globally competitive megacity and a leading economic, industrial, logistics, and financial centre in Southeast Asia.

Achieving this ambition requires major investments in resilient infrastructure. At the same time, the city faces rapidly increasing flood risks that threaten economic development, public safety, and future investment. The expanded metropolitan area brings together highly urbanised districts, industrial zones, coastal areas, and low-lying floodplains, significantly increasing the complexity of integrated flood risk management and wastewater treatment.

Three key challenges need to be addressed:

- **Expanding urban area.** Following the administrative merger, Ho Chi Minh City has evolved into a large and diverse metropolitan area consisting of highly urbanised districts, low-lying floodplains, industrial zones, and coastal areas. Managing flood risks across this complex urban system has become increasingly challenging. Climate change is intensifying heavy rainfall, storm events, sea level rise, and tidal flooding, while land subsidence, rapid urbanisation, encroachment on waterways, outdated drainage infrastructure, and increasing surface sealing further exacerbate flood risks.
- **Population growth and industrial development.** Rapid urbanisation and industrial expansion are increasing wastewater generation and placing growing pressure on the city's existing drainage and wastewater treatment systems. Meeting future environmental standards will require significant investments in modern wastewater collection, treatment, and reuse infrastructure.
- **Institutional integration.** The merger requires the harmonisation of planning frameworks, technical standards, institutional responsibilities, and environmental management systems across the three former administrative areas into one integrated approach for the new Ho Chi Minh City.

Although Ho Chi Minh City already has a Flood Control and Wastewater Treatment Action Plan, it was developed for the former city boundaries and is based on planning assumptions that no longer reflect the current administrative structure, climate projections, or development ambitions. A new integrated Action Plan for the period 2027–2030, with targets for 2040 and a vision towards 2100, is therefore urgently required.

The project directly responds to this need by supporting the development of a comprehensive Action Plan that combines flood risk management, urban drainage, wastewater treatment, and climate adaptation within one integrated framework. The study will support the transition from

traditional grey infrastructure towards adaptive flood risk management, incorporating blue-green infrastructure, nature-based solutions, sustainable urban drainage systems, and opportunities for wastewater reuse wherever appropriate.

Besides strengthening climate resilience and environmental sustainability, the project will help establish a stronger foundation for future public and private investments while creating opportunities for Dutch expertise, technologies, and innovative solutions to contribute to the implementation of the proposed interventions.

2.2 Objective

The project will deliver a comprehensive Flood Control and Wastewater Treatment Action Plan for Ho Chi Minh City, including an updated baseline assessment, hydrological and hydraulic models, flood hazard and risk analyses, strategic recommendations for flood risk management and wastewater treatment, and a prioritised investment pipeline for 2030 and 2040. The project will also strengthen the capacity of relevant government authorities through technical cooperation and stakeholder consultations, while providing recommendations on governance, financing mechanisms, and opportunities for innovative international and Dutch expertise to support future implementation.

2.3 Activities Terms of Reference (TOR)

The following tasks are the responsibility of the Contractor:

Task 1: Review and Evaluate Existing Plans

Task 1.1: Review Current Relevant Planning

- Review all relevant and effective planning documents related to the expanded Ho Chi Minh City and flood risk management, including the national master plan, regional master plan, city and provincial master plans, relevant specialised plans (including Planning No. 752 on urban drainage and Planning No. 1547 on flood control and irrigation), as well as related Vietnamese national technical standards, programs, projects, and initiatives. Align with the Master Plan for Ho Chi Minh City for the period 2025–2050, with a 100-year vision (currently under development);
- Carry out a comprehensive reassessment of the existing planning framework, identifying gaps and updating deficiencies resulting from outdated baseline data that no longer reflects current conditions or projected climate change impacts.

Task 1.2: Data Collection, Compilation, and Updating

- Collect, compile, and update all data required for the development and calibration of the hydrological and hydraulic models, including, at a minimum, the following datasets:

Item	Detail
Ground Elevation (DE)	Resolution of 2-5 meters for urban areas and expandable potential; calibrated with Ground Control Points (GCPs).
Depth (Bathymetry)	Depth data of major rivers/canals in urban areas.
Urban infrastructure	Urban roads, drainage network (diameter, cross-section, manhole elevation), primary drainage system (location, storage capacity), existing bridges and dikes, pumping stations.
Historical rainfall data	Rainfall duration of 15 minutes for heavy rainfall events (updated to 2024); Maximum daily rainfall over a period of at least 30 years.
River water level	The highest annual water level over a period of at least 30 years; hourly water level during the rainy season.

Item	Detail
Tidal level	The highest annual water level at the Vung Tau station over the past 30 years; hourly water level during the rainy season; and calculate storm surge levels caused by extreme storms.
Climate change	Forecasts indicate an increase in extreme rainfall events, rainfall intensity and duration, changes in river water levels, etc.
Land use	Existing and planned land-use maps, land-use values, and related flood vulnerability curves.

- Assess and clarify the availability of flood/spatial data, documents, plans; and propose on acquiring necessary data, to ensure data completeness.
- Assessment of the current status and planning of the wastewater collection network, as well as existing and ongoing wastewater treatment plants in the city area.
- Develop a harmonised digital database for collected data (between 3 regions) to support flood modelling and future smart management.

Availability of data and existing models

The Contracting Authority does not guarantee the availability, completeness or timeliness of data and existing models held by Vietnamese authorities or other third parties. Data and models made available by or through the Contracting Authority may only be used for the execution of this assignment.

The Contractor identifies in the Inception Report / Workplan which data are required, which data are available and which data gaps exist. If essential data are not available despite demonstrable reasonable efforts by the Contractor, the Contractor notifies the Contracting Authority in writing without delay, stating the consequences for the deliverables and proposing an alternative approach (such as the use of proxy data, documented assumptions or sensitivity analyses). The Contracting Authority decides in writing on the alternative approach and, where necessary, on the adjustment of the affected deadlines (within the limits of section 2.6) and of the level of detail of the affected deliverables. Such a decision does not change the Tender price.

Task 2: Update the Models and Analyse Scenarios

Task 2.1: Update the City Flood Model (CFM)

- Update the hydrological and hydraulic datasets for the lower Dong Nai River Basin within Ho Chi Minh City to enable flood risk assessment for the city's urban areas.
- Develop and calibrate an integrated City Flood Model consisting of:
 - a rainfall-runoff model;
 - a one-dimensional hydraulic model for rivers and canals;
 - a two-dimensional hydraulic model for urban and densely populated areas.
- Calibrate and validate the model using observed rainfall, water level, and flood event data from Task 1.

Task 2.2: Flood Hazard and Risk Analysis

- Simulate multiple flood scenarios combining rainfall, river flooding, storm surge, tidal influences, and existing flood protection infrastructure (including those currently in development).
- Analyse flood events for return periods of 5, 10, 20, 50, and 100 years.
- Update climate change scenarios towards 2100, including sea level rise and land subsidence with reference to the latest national climate change scenarios as the basis for calculations.
- Produce flood hazard and flood risk maps for current (2027) and future climate and land-use scenarios (2050).
- Develop risk maps showing the spatial distribution of potential economic losses, affected population, and critical infrastructure exposed to flooding.
- Organise technical consultations and workshops with the Department of Construction (DOC) and Department of Planning and Architecture to validate results and strengthen local capacity.

Task 2.3: Develop a Flood Risk Management Strategy

- Develop an integrated Flood Risk Management Strategy combining infrastructural and non-infrastructural measures.
- Identify opportunities for integrating nature-based solutions, sustainable urban drainage systems, blue-green infrastructure, and adaptive flood management approaches.
- Recommend strategies for integrating flood risk management into Ho Chi Minh City's spatial planning framework.
- Define long-term protection objectives and recommend appropriate intervention types for different flood risk areas.
- Apply climate adaptation principles by prioritising gravity-based drainage where feasible, maximising the use of nature-based solutions, and assessing the robustness of proposed interventions under future climate and urbanisation scenarios.
- Identify innovative international and Dutch solutions that could provide added value during future implementation.

Task 3: Develop the Ho Chi Minh City Flood Control and Wastewater Treatment Action Plan for 2027–2030, Targets to 2040 and Strategic Direction to 2100

Task 3.1: Develop the Main Contents of the Action Plan, including the Action Plan for 2027–2030, Targets to 2040, and Strategic Direction to 2100

- Review international best practices and lessons learned that could be adapted to Ho Chi Minh City's flood control and wastewater treatment challenges.
- Based on the outcomes of Task 2, develop the Flood Control and Wastewater Treatment Action Plan, including the Action Plan for 2027–2030, targets for 2040, and a long-term vision towards 2100, and align with the Master Plan for Ho Chi Minh City for the period 2025–2050, with a 100-year vision currently under development.

- Develop strategic objectives, performance targets, and planning directions for flood control, drainage, wastewater collection, and wastewater treatment (including: capacity targets, connection schedule, target collection/treatment rates up to 2030, 2040, 2100; specific plan for the reuse of treated wastewater), supported by preliminary engineering concepts where appropriate.
- Propose integrated grey-green infrastructure solutions, including nature-based solutions, that are technically feasible, climate-resilient, environmentally sustainable, and aligned with Ho Chi Minh City's spatial development strategy.
- Develop a structured methodology and multi-criteria assessment framework to evaluate alternative interventions based on technical, economic, environmental, social, and climate resilience considerations.
- Identify opportunities where innovative international and in particular Dutch expertise, technologies, and solutions can provide added value during future implementation.
- Develop an investment pipeline for potential projects in short, mid and long-term for Ho Chi Minh City.

Task 3.2: Proposals for Management and Financing Mechanisms

- Propose an integrated institutional model for flood management and wastewater governance.
- Develop financing strategies to mobilise public and private investment, including public-private partnerships (PPPs), official development assistance (ODA), climate finance, and multilateral development financing.
- Recommend implementation pathways and financing mechanisms for the priority investment programme.
- Propose regional cooperation mechanisms to strengthen integrated river basin management with neighbouring provinces.

Task 4: Stakeholder Consultation and Workshops

- Organise regular stakeholder consultations and technical workshops throughout the project (with at least the minimum effort specified in section 3.2), especially with DOC and other relevant authorities to enhance their technical capacity. Workshops should not just serve to review intermediate results and provide comments.
- Train officers from DOC and relevant departments on using flood hazard and risk maps for the flood protection planning via offline workshops in Ho Chi Minh City.
- Validate intermediate results with government agencies, experts, and relevant stakeholders.
- Organise an offline final dissemination workshop to present the Action Plan and recommendations.
- Identify opportunities for continued knowledge exchange and follow-up cooperation between Vietnamese and Dutch partners in flood resilience, wastewater management, and climate adaptation.

2.4 Results/Deliverables for the contractor

The results and deliverables described in this section are to be delivered by the Contractor and are the Contractor's responsibility.

Main objectives of the assignment (to be achieved by the Contractor)

- Provide the analytical inputs, technical assessments, design evaluations, and international best practices required to formulate harmonised strategic directions for flood control and wastewater treatment in the new Ho Chi Minh City (including Binh Duong and Ba Ria-Vung Tau).
- Develop and identify specific interventions including an investment pipeline for the periods up to 2030 and 2040.

- Develop a long-term vision towards 2100 for flood control, flood risk management, and environmental improvement through integrated wastewater collection and treatment systems.
- All deliverables are submitted in both English and Vietnamese with the data using VN-2000 reference system to ensure compatibility with the current Geographic Information System (GIS) of the Department of Construction (DOC).

Detailed Results

Inception Report / Workplan

Within four weeks of the start date, the Contractor submits an Inception Report / Workplan containing the detailed methodology, the work plan and planning per task and Result (including the submission date of the draft Final Report), the deployment of the team, the planning of stakeholder consultations, workshops and trainings (see section 3.2) and a risk register. The Inception Report / Workplan is subject to acceptance in accordance with section 3.3.

Result 1: Baseline Assessment Report

A baseline assessment report that includes:

- A comprehensive review and evaluation of relevant planning documents, policies, and existing flood control and wastewater treatment plans applicable to the expanded Ho Chi Minh City.
- An assessment of the availability, quality, and completeness of hydrological, hydraulic, spatial, climate, and planning data, including recommendations for acquiring additional data where required.
- An overview of the existing databases, modelling approaches, and planning assumptions to support the development of the Action Plan.
- An inception workshop to validate the baseline assessment and confirm the proposed methodology.

Result 2: Flood Risk Assessment and Strategic Flood Risk Management Framework

- Flood hazard and flood risk analyses, including flood hazard and risk maps for multiple climate and flood scenarios.
- An updated hydrometeorological database, including climate change scenarios, sea level rise, and land subsidence projections towards 2100.
- A Strategic Flood Risk Management Framework containing recommendations for structural and non-structural interventions, including nature-based solutions and blue-green infrastructure.
- Capacity strengthened within the Department of Construction and other relevant authorities as active co-implementors through technical cooperation, stakeholder consultations, and knowledge exchange on flood modelling, scenario analysis, and flood risk management.

Result 3: Flood Control and Wastewater Treatment Action Plan

A comprehensive Flood Control and Wastewater Treatment Action Plan for Ho Chi Minh City, including:

- Strategic objectives, development directions, performance requirements, and climate assumptions for the period up to 2040, with a vision towards 2100.
- Recommendations to the Ho Chi Minh City authorities supported by technical justification and multi-criteria assessment, considering technical, economic, environmental, and social impacts; maximizing the integration of grey-green infrastructure solutions; assessing land-use requirements and potential conflicts; and providing preliminary estimates of capital expenditure (CAPEX), operating expenditure (OPEX), and life-cycle costs.
- An assessment of environmental and social considerations, identifying key impacts as well as opportunities to maximize co-benefits.

- Technical annexes containing the data sources, climate scenarios, analytical spreadsheets, and modelling linkages used in the assessment, with a level of technical detail that enables a qualified third party to understand, verify and reproduce the analyses and results.
- At least five identified and elaborated demonstration pilot projects in Ho Chi Minh City which can be implemented in the short term, presented to the Ho Chi Minh City People's Committee for endorsement. Endorsement by local stakeholders is not a condition for acceptance of Result 3 or for payment (see section 3.3).
- A proposed investment pipeline for implementation up to 2030 and 2040 in line with international standards and technological requirements. Assess innovative international technologies and identify areas where Dutch expertise and technologies have demonstrated added value.
- Recommendations on flood management governance and financing mechanisms to support the implementation of the Action Plan. Highlight financing opportunities such as PPPs, potential ODA financing, climate finance opportunities and multilateral development bank (MDB) financing opportunities.
- Handover of models, data and documentation: the calibrated hydrological and hydraulic models (including schematisations, input files and scenario runs), the harmonised digital database (Task 1.2), the GIS files of all maps in the VN-2000 reference system and the model documentation (including a user manual), in open or commonly used file formats, are transferred to the Contracting Authority upon submission of Result 3. GIS files, datasets and model results are in any case also delivered in open formats (such as GeoTIFF, shapefile/GeoPackage, NetCDF or CSV).

2.5 Lots

The invitation to tender has not been divided into lots for the following reasons:

a. Market and access for Small and Medium-sized Enterprises.

The relevant market consists of national and international consultancy and engineering firms with expertise in water management, flood risk and wastewater. Although the integrated assignment may be too extensive for some SMEs to carry out independently, participation remains possible through consortia or subcontracting arrangements.

b. Organisational implications and risks

Combining the activities into a single contract reduces the coordination and alignment burden for the Contracting Authority. A single contractor is responsible for ensuring coherence between the various disciplines and deliverables, thereby reducing the risks of inconsistencies and handover issues.

c. Coherence of the assignment

The activities are closely interconnected. Data collection and modelling form the basis for the risk analysis, strategy and ultimately the Action Plan. An integrated approach by a single contractor therefore promotes the quality and consistency of the result.

2.6 Contract Period

The Contract will commence on the date of signature by both parties, which will take place after expiry of the standstill period (indicatively 18 January 2027, see section 1.2), and will have a fixed duration ending on 31 December 2027 (to allow time for acceptance and final administrative closure after the deadline for submission of the Final Report of 30 June 2027).

The following moments apply: (i) contract signature and start of the execution: on the date of signature; (ii) kick-off meeting: within two weeks of the start date; (iii) submission of the Inception

Report / Workplan: within four weeks of the start date; (iv) submission of the Final Report (Result 3): no later than 30 June 2027; (v) acceptance of deliverables: in accordance with section 3.3; (vi) final invoicing and administrative closure: no later than 31 December 2027.

The Contracting Authority reserves the right to unilaterally postpone the deadlines by a maximum of six (6) months in total should unforeseen circumstances in the project execution require this. Postponed deadlines will be set in such a way that the acceptance of all deliverables and final invoicing are completed no later than 31 December 2027; this end date of the Contract cannot be postponed. A postponement does not increase the Tender price and does not involve any additional services. The Contracting Authority will determine in writing which deadlines (including the deadline for submission of the Final Report) are postponed.

2.7 Budget

The estimated value of the Contract amounts to EUR 310,000 excluding VAT, including the option to postpone deadlines (see section 2.6). This amount is also the maximum tender amount for the full execution of the assignment; Tenders exceeding this amount are invalid (see section 3.4). All amounts in this Tender Document are excluding VAT. The Tender price is all-inclusive and covers all costs necessary for the full execution of the assignment, including but not limited to professional fees, travel and accommodation expenses, translation services, costs for engaging local partners or subcontractors, software licences, data acquisition, the organisation of workshops and trainings, and all taxes, duties and levies due in Vietnam (see section 3.5). No additional costs can be claimed.

3. Requirements to this assignment

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

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period and that you agree to the statement in Annex 6, arising from EU Regulation 2022/576 of 8 April 2022.

Furthermore, you confirm that your Tender price does not exceed the maximum tender amount specified in section 3.4.

The requirements in this chapter are contractual obligations that apply during the execution of the Contract; by submitting a Tender, you accept these obligations. A Tender that contains provisos or deviations from these requirements, or that exceeds the maximum tender amount, is invalid and will be excluded from the tendering process.

3.1 Requirements relating to the start and duration

- 3.1.1 The Contractor shall commence the assignment on the start date of the Contract (see section 2.6).
- 3.1.2 The Contractor shall organise a kick-off meeting within two weeks of the start date, either physically or through an online conference call.

The kick-off meeting shall include representatives of the Netherlands Embassy/Consulate General in Vietnam and RVO.

The purpose of the kick-off meeting is to align expectations, objectives, scope, responsibilities, planning, and communication arrangements between the parties involved.

- 3.1.3 The Final Report (Result 3) shall be submitted no later than 30 June 2027 (see the schedule in section 1.2), or by the postponed deadline determined by the Contracting Authority in the event of a postponement (see section 2.6). The draft Final Report is submitted in good time before this deadline, on the date set in the accepted Inception Report / Workplan, and is validated during the final dissemination workshop (see section 3.2.3). The Final Report submitted by 30 June 2027 incorporates the results of this workshop and the comments of the Contracting Authority on the draft. Acceptance of the Final Report takes place in accordance with section 3.3.

3.2 Requirements relating to communication and coordination

- 3.2.1 The Contractor shall hold an online progress meeting at least once a month with representatives of the Netherlands Embassy/Consulate General and RVO throughout the implementation period, and shall submit a short written progress report (maximum two pages) prior to each meeting.
- 3.2.2 Where relevant, the Contractor shall identify opportunities arising from the Action Plan and potential follow-up activities related to flood resilience, wastewater treatment, and climate adaptation.

Relevant opportunities may be communicated through the networks of the Netherlands Embassy, Consulate General, and RVO to inform Dutch companies, knowledge institutes, and other relevant stakeholders.

- 3.2.3 The Contractor is responsible for organising (including venue, interpretation and logistics) the stakeholder consultations, workshops and trainings described in Task 4, with at least the following minimum effort: an inception workshop, at least two technical workshops to validate intermediate results, at least one training session for officers of the DOC and relevant departments, and a final dissemination workshop. All workshops and trainings take place offline in Ho Chi Minh City, unless the Contracting Authority agrees otherwise in writing.

The stakeholder engagement shall include, but not be limited to:

- the Ho Chi Minh City People's Committee;
- the Department of Construction;
- the Department of Planning and Architecture;
- other relevant governmental authorities.

3.3 Requirements relating to deliverables

- 3.3.1 Draft versions of the deliverables are first submitted to the Contracting Authority for review. After acceptance by the Contracting Authority (see section 3.3.3), the Contractor shall share the final deliverables with the relevant stakeholders, in consultation with the Contracting Authority and the Netherlands Embassy/Consulate General, to support decision-making and future implementation activities. The Contractor shall deliver the agreed study outputs and deliverables within the deadlines specified in section 2.6 and in the accepted Inception Report / Workplan.
- 3.3.2 The Contractor shall ensure that the Inception Report / Workplan and the reports of Results 1, 2 and 3, in their digital (PDF and/or Word) versions, comply with the Web Content Accessibility Guidelines (WCAG) version 2.1, conformance level AA, as incorporated in the European standard EN 301 549. This requirement does not apply to model files, datasets, GIS files and technical spreadsheets.
- 3.3.3 Acceptance procedure: the Contracting Authority (RVO) is solely responsible for the review and acceptance of the Inception Report / Workplan and Results 1, 2 and 3. The Contracting Authority may ask the Netherlands Embassy/Consulate General and local stakeholders for advice; such advice is not binding. Within 15 working days of receipt of a deliverable, the Contracting Authority notifies the Contractor in writing of its acceptance or of its substantiated comments. The Contractor processes the comments and resubmits the deliverable within 10 working days, after which the Contracting Authority decides on acceptance within 10 working days.
- 3.3.4 Acceptance criteria: a deliverable is accepted if it (i) contains all elements described for the relevant deliverable in section 2.4, (ii) is submitted in English and Vietnamese, with geographic data in the VN-2000 reference system, and (iii) complies with the requirements in this chapter. Approval or endorsement of the content by local authorities is not an acceptance criterion.

3.4 Requirements relating to the prices/rates

- 3.4.1 The Tenderer offers a fixed, all-inclusive price for the full execution of the assignment (Tender price). The maximum tender amount is EUR 310,000 excluding VAT. The Tender price is assessed under award criterion 4 Price (see sections 5.5 and 6.4). A Tender with a Tender price exceeding EUR 310,000 excluding VAT is invalid.
- The Tenderer submits a resource plan (own format) specifying the deployment in days per key expert per task. The resource plan serves to substantiate the realism of the plan of approach (award criterion 1) and the deployment and availability of the team (award criterion 3); it is not a basis for invoicing.

The Tender price applies for the entire duration of the Agreement, including any postponement of deadlines, and is not subject to indexation.

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 resulting from taxes, levies or contributions for which the Tenderer is responsible.
- 3.5.2 The Tenderer will state the Tender price according to the following structure:
- the Tender price excluding VAT (maximum EUR 310,000);
 - the amount of VAT due on the invoices to the Contracting Authority (if applicable); and
 - the total amount including VAT.
- 3.5.3 If the Tenderer indicates that no VAT is applicable, the Tenderer will, upon request, provide the Contracting Authority with documentary evidence supporting the grounds for the VAT exemption or non-applicability within fifteen calendar days of such request.
- 3.5.4 The Tenderer is responsible for the correct application of VAT. Any additional costs resulting from the Tenderer incorrectly charging no VAT or an incorrect amount of VAT will be borne by the Tenderer. Where, under applicable tax legislation, VAT must be accounted for by the Contracting Authority rather than the Tenderer, the Contracting Authority will be responsible for such VAT.
- 3.5.5 Unless explicitly stated otherwise in this Tender document, the Tender price is inclusive of all applicable taxes, duties and levies, other than VAT, including all taxes, duties and levies due in Vietnam (such as Vietnamese VAT charged to the Contractor on goods and services purchased in Vietnam, and Vietnamese withholding taxes), which are for the account of the Contractor. These Vietnamese taxes are not regarded as VAT within the meaning of section 3.5.2.

3.6 Invoicing requirements

- 3.6.1 The following payment schedule applies:

The Tender price is paid in instalments. The Contractor may submit an invoice after written acceptance by the Contracting Authority (see section 3.3) of the following milestones:

- Milestone 1: Upon acceptance of the Inception Report / Workplan (20% of the Tender price)
 - Milestone 2: Upon formal acceptance of Result 1 and 2 (33⅓% of the Tender price)
 - Milestone 3: Upon formal acceptance of the Final Report / Result 3 (46⅔% of the Tender price)
- Total: 100% of the Tender price (excluding VAT).

Each invoice must refer to the accepted milestone and to the written acceptance by the Contracting Authority.

3.6.2 For companies established in the Netherlands only

E-invoicing

The general terms and conditions that apply to this Contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in three different ways:

- The invoicing portal of the Dutch government
- E-invoicing with your own (accounting) software package through Peppol
- E-invoicing through a service provider.

For companies not established in the Netherlands

The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

3.7 Intellectual Property and Data Ownership

In accordance with the General Government Terms and Conditions (ARVODI-2025), all intellectual property rights arising from the results of this assignment (including but not limited to reports, hydrological models, datasets, and maps) will be transferred to and vested in the Contracting Authority.

The Contractor is responsible for the validation and quality assurance of any data collected from local sources in Vietnam. The Contracting Authority cannot be held liable for delays or defects resulting from the inaccuracy or unavailability of third-party data.

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.

4.2 Exclusion Grounds

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

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

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

See Section 7 for information on how to submit a Tender in collaboration with other 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 §4.4)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

Please refer to [eCertis](#)

eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

By signing the 'European Single Procurement Document', the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer 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:

Core Competence 1: Experience with consultancy projects in water management

Requirement:

The Tenderer must have demonstrable experience in carrying out consultancy assignments that relate to all the following three areas of expertise:

- Stormwater drainage: Experience with projects focused on the management and discharge of rainwater.
- Wastewater management and treatment technologies: Experience with projects concerning the management and treatment of wastewater.
- Development and application of hydrological and 1D/2D hydraulic models: Experience with projects where hydrological and 1D/2D hydraulic models have been developed and/or applied.

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

- The reference assignment(s) must be a consultancy project (or projects) in which the Tenderer has demonstrably worked on issues encompassing all three of the aforementioned areas of expertise. The Tenderer may submit one single reference assignment that covers all three areas, or a combination of multiple reference assignments that together cover all three areas of expertise.
- The reference assignment(s) must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignment(s) must be at least € 150,000 (excluding VAT). This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. If multiple reference assignments are submitted, also for different clients, their values may be combined to meet the minimum value of € 150,000 (excluding VAT).

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.

If a reference assignment was carried out in a consortium or (partly) by subcontractors, only the part of the assignment that was actually carried out by the Tenderer or by the party whose capacity the Tenderer relies on counts towards the areas of expertise and the minimum value.

The Tenderer must demonstrate experience with all three areas of expertise mentioned above by describing the reference assignment(s) in the European Single Procurement Document (ESPD) and/or by submitting an unsigned Reference form (Annex 5) together with its tender. These may consist of a single reference or a combination of multiple references that collectively cover all three areas. Only the provisional winning Tenderer will be requested to provide the Reference form(s) (Annex 5) signed by the referee (the client in question) during the verification phase.

The reference(s) must also demonstrate that they have a combined value of at least € 150,000 (excluding VAT).

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.

Core competence 2: Experience with governmental stakeholders in Southeast Asia

By signing the European Single Procurement Document, the Tenderer declares that, in the past 5 years, it has carried out at least one assignment in Southeast Asia in which it:

- a. worked directly with one or more governmental authorities (national, provincial and/or municipal level) as client or as a key stakeholder in the assignment; and
- b. coordinated the involvement of multiple stakeholders, including at least one public organisation other than the client.

For the purpose of this requirement, Southeast Asia comprises the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, the Philippines, Singapore, Thailand, Timor-Leste and Vietnam.

Experience with governmental stakeholders in Southeast Asia is required because the assignment must be carried out in direct cooperation with Vietnamese government authorities and requires coordination of multiple public stakeholders within a tight time frame. Experience in the region provides insight into comparable administrative structures, decision-making processes and ways of working with public stakeholders, so that the Contractor can start without an extended familiarisation period.

A reference period of five years applies to this core competence, instead of the three years applicable to Core Competence 1, because assignments with governmental stakeholders in Southeast Asia are less frequent and generally have a long duration; a period of three years would unnecessarily limit competition.

The Tenderer shall demonstrate compliance with this requirement by describing at least one reference that shows that the assignment was carried out in one of the countries listed above and meets the elements under a and b in the ESPD and/or an unsigned Reference form (Annex 5). Only the provisional winning Tenderer will be requested to provide the Reference form (Annex 5) signed by the referee (the client in question) during the verification phase.

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 (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal 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 Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Assessment Methodology

The Contract is awarded to the Most Economically Advantageous Tender based on the best price-quality ratio. Quality is weighted at 80% and price at 20%. Tenders are assessed on the following award criteria:

Award criterion 1: Plan of Approach and Methodology – maximum 32 points

Award criterion 2: Cooperation with Local Parties in Vietnam – maximum 24 points

Award criterion 3: Knowledge and Experience of the Offered Team – maximum 24 points

Award criterion 4: Price – maximum 20 points

The maximum total score is 100 points (quality: maximum 80 points; price: maximum 20 points).

The Tender with the highest definitive total score (see section 6.4) is the Most Economically Advantageous Tender.

The qualitative award criteria (award criteria 1, 2 and 3) are assessed integrally by an assessment committee. For each criterion, a qualitative judgment is given based on a five-point scale. A fixed percentage of the maximum achievable score per criterion is linked to each judgment:

Qualitative judgment	Percentage of maximum score
Excellent	100%
Good	80%
Sufficient	60%
Moderate	30%
Insufficient	0%

The assessment committee assesses each submission integrally per criterion based on the mentioned sub-aspects. The committee arrives at one judgment per criterion and motivates this judgment in writing in the award decision. The sub-aspects have no mutual weighting; they serve as guiding assessment aspects within the integral assessment. The assessment committee consists of at least three members with relevant expertise. Each member first assesses the Tenders individually; subsequently, the committee determines one judgment per criterion by consensus.

Explanation of the Qualitative Judgments

- Excellent (100%): The tenderer has provided a substantively relevant, applicable and excellent answer in which all stated principles/elements have been elaborated and/or explained. The added value is maximal and/or the substantiation of the approach is explained excellently.
- Good (80%): The tenderer has provided a substantively relevant, applicable and good answer in which virtually all stated principles/elements have been elaborated and/or explained. The added value is considerable and/or the substantiation of the approach is explained well.
- Sufficient (60%): The tenderer has provided a sufficiently relevant and applicable answer in which the stated principles/elements have been partially elaborated and/or explained. There is sufficient added value and/or the substantiation of the approach is explained sufficiently.
- Moderate (30%): The tenderer has provided an answer of very limited substantive relevance and applicability, in which the stated principles/elements have been elaborated and/or explained only to a very limited extent. The added value is considered neutral and/or the substantiation of the approach is explained to a very limited extent.
- Insufficient (0%): The response does not, or hardly, address the stated principles/elements. The elaboration is inadequate, is completely absent or contains essential defects. Or the answer is missing. A score of 0 points does not in itself render the Tender invalid.

Explanation of Added Value

The assessment scales for all award criteria refer to 'added value'. To provide tenderers with a clear framework, the contracting authority defines this concept below. This definition applies to all qualitative award criteria (award criteria 1, 2 and 3).

By added value, the contracting authority means a demonstrable and functional contribution to one or more of the following pillars:

Reliability and applicability for decision-making – for example through methodological triangulation, cross-validation of data from independent sources, interim decision-supporting products and a clear translation of findings into concrete courses of action.

Risk management and certainty of delivery – for example through identification of context-specific risks, realistic mitigating measures, elaborated fallback scenarios and back-up arrangements for key experts.

Institutional and contextual anchoring in Vietnam – for example through proven access to relevant Vietnamese government institutions, language and cultural proficiency of key experts, co-creation with local partners and safeguarding of local knowledge after completion of the assignment.

The following is not regarded as added value: additions without a functional contribution to these pillars

The total description for all three award criteria combined may not exceed 15 A4 pages, excluding the cover page. Tables, figures, diagrams, appendices and any other content count towards this limit, with the exception of the curricula vitae of the key experts requested under award criterion 3; each CV may not exceed two A4 pages, with a maximum of eight CVs. The text must be written in a font size of at least 11 points with standard (single) line spacing and standard margins. There is no separate page limit per individual award criterion, provided that the total volume of 15 pages is not exceeded and the responses for each award criterion are clearly separated from each other. Pages exceeding the stated limit will not be assessed. Furthermore, links to external documents or web pages will not be considered in the evaluation.

5.2 Award Criterion 1: Plan of Approach and Methodology

Maximum score: 32 points

Description

The tenderer must submit a plan of approach in which it is described in a clear and concrete manner how the research assignment in Vietnam will be executed. The plan of approach must provide insight into the chosen research methodology, the phasing, the control of risks and the manner in which the quality of the products to be delivered is secured.

Assessment Aspects

The assessment committee assesses the plan of approach integrally based on the following sub-aspects:

- Completeness of the plan of approach in relation to the assignment;
- Quality and suitability of the chosen research methodology;
- Realism of the planning and phasing;
- Quality of the risk management;
- Manner in which quality assurance is arranged;
- Internal coherence and logical structure of the plan.

Points Table Award Criterion 1

Qualitative judgment	Percentage	Number of points
Excellent	100%	32 points
Good	80%	25.6 points
Sufficient	60%	19.2 points
Moderate	30%	9.6 points
Insufficient	0%	0 points

5.3 Award Criterion 2: Cooperation with Local Parties in Vietnam

Maximum score: 24 points

Description

The tenderer must describe in which manner cooperation takes place with local parties in Vietnam for the benefit of the execution of the research assignment. It must be described which local parties are deployed, what their role is, how the cooperation is anchored and in which manner access to the local context, sources and networks is secured.

Assessment Aspects

The assessment committee assesses the cooperation with local parties integrally based on the following sub-aspects:

- Quality and relevance of the local parties;
- Depth and concreteness of the described cooperation;
- Contractual or organizational anchoring of the cooperation;
- Added value of the local parties for the content of the research;
- Manner in which access to local sources, knowledge and networks is secured.

Points Table Award Criterion 2

Qualitative judgment	Percentage	Number of points
Excellent	100%	24 points
Good	80%	19.2 points
Sufficient	60%	14.4 points
Moderate	30%	7.2 points
Insufficient	0%	0 points

5.4 Award Criterion 3: Knowledge and Experience of the Offered Team

Maximum score: 24 points

Context:

The assignment is expected to be carried out by a multidisciplinary team consisting of both international and domestic experts, combining international experience and technical expertise with a strong understanding of the Vietnamese institutional and local context, and also Dutch water technologies, solutions and companies.

The team should collectively demonstrate extensive experience in the fields of, but not limited to, flood risk management, water resource management, urban drainage and urban planning, complemented by relevant expertise in nature-based solutions (NBS), urban landscape and green infrastructure.

In addition, the team should have strong technical expertise in stormwater drainage, wastewater management and treatment technologies, as well as in the development and application of hydrological and 1D/2D hydraulic models.

The team should include senior experts with substantial professional experience (indicatively 10 years or more) in the relevant fields, including experienced project/team management capacity. The team should also demonstrate knowledge of Vietnamese institutional structures and working experience with local stakeholders, ensuring that international expertise can be effectively combined with local knowledge and context.

Description

The tenderer must present the team offered for this assignment, including curricula vitae of the key experts (see section 5.1 for the page limit of the CVs). The expertise and experience of the offered team in relation to the research assignment is assessed, whereby specific attention is paid to the Vietnam experience, the local network and the complementarity of the team.

Assessment Aspects

The assessment committee assesses the offered team integrally based on the following sub-aspects:

- Expertise and experience of the offered key experts in relation to the assignment;
- Demonstrable experience in or with Vietnam;
- Complementarity and composition of the team;
- Manner in which the deployment and availability of the key experts is secured.

Points Table Award Criterion 3

Qualitative judgment	Percentage	Number of points
Excellent	100%	24 points
Good	80%	19.2 points
Sufficient	60%	14.4 points
Moderate	30%	7.2 points
Insufficient	0%	0 points

5.5 Award Criterion 4: Price

Maximum score: 20 points

Description

The Tenderer states its fixed, all-inclusive Tender price excluding VAT for the full execution of the assignment in the price statement (see section 3.5.2). The maximum tender amount is EUR 310,000 excluding VAT. A Tender with a Tender price exceeding EUR 310,000 excluding VAT is invalid and will be excluded from the tendering process (see section 3.4).

Price score

The score for award criterion 4 is calculated by linear interpolation between EUR 290,000 and EUR 310,000 excluding VAT:

- Tender price of EUR 290,000 or lower: 20 points;
- Tender price higher than EUR 290,000 and up to and including EUR 310,000: $20 \times (\text{EUR } 310,000 - \text{Tender price}) / \text{EUR } 20,000$ points;
- Tender price higher than EUR 310,000: the Tender is invalid.

Example: a Tender price of EUR 300,000 excluding VAT results in $20 \times (310,000 - 300,000) / 20,000 = 10$ points. A Tender price of EUR 310,000 excluding VAT results in 0 points.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in chapter 7) (the absence of a response to one or more of award criteria 1, 2 and 3 does not lead to exclusion but to a score of 0 points for the relevant criterion; a Tender without a price statement in accordance with section 3.5.2 is invalid);
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, it will be assessed whether the Tenderer complies with the Exclusion Grounds and Suitability Requirements (chapter 4), whether the Tender price does not exceed the maximum tender amount (section 3.4) and whether the Tender contains no provisos or deviations from the requirements in chapter 3. 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 chapter 5.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio. The definitive total score is the sum of the scores for award criteria 1, 2 and 3 (quality, maximum 80 points) and award criterion 4 (price, maximum 20 points), with a maximum of 100 points.

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 of award criteria 1 Plan of Approach and Methodology. If that is also the same score, then the Tendering Authority will award the Contract to the Tenderer with the highest final score of award criteria 2 Cooperation with Local Parties in Vietnam. If 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 again determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the Contract.

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum(s) of Information and declares that he will continue to comply therewith throughout the entirety of the contract period and that Tenderer agrees to the statement in Annex 6, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that his Tender price does not exceed the maximum tender amount specified in section 3.4. A Tender that contains provisos or deviations from the requirements, or that exceeds the maximum tender amount, is invalid and will be excluded from the tendering process.

Schedule

See schedule in Subsection 1.2.

7.2 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tenders Electronic 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.

7.2.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):

Michiel Zeldenthuis
Michiel.zeldenthuis@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 (from the Netherlands) or +31 (0)70-3798899 (from abroad), or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.2.2 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.

7.2.3 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 1.2). 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 [here](#) or [English | TenderNed](#). For each question, clearly indicate which chapter, section, article and/or page your question relates to.

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.

7.2.4 Validity period and submission of Tender

The Tender must be valid for at least four months after the deadline for submitting the Tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.2.5 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.

7.2.6 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.

7.2.7 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.

7.2.8 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 take precedence in the event of inconsistencies between the different Memoranda.

7.2.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.2.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs. 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 EZK](#)

7.2.11 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.

7.2.12 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.

7.2.13 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.2.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.2).

- 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](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.

- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or by telephone on 0800-8363376 (from the Netherlands) or +31 (0)70-3798899 (from abroad). 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.

7.2.15 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	Description	Action required from tenderer
Annex 1	Completed and legally signed ESPD. <i>Note: Separate ESPDs are required for each consortium member and/or any subcontractor whose capacity is relied upon. *</i>	Fill in, legally sign and add to TenderNed
Annex 5:	Reference(s) demonstrating the required technical qualifications (Core Competences 1 & 2).	Describe the reference(s) in the ESPD and/or upload unsigned Reference form(s) to TenderNed. Signed Reference forms are only requested from the provisional winning Tenderer (see section 4.3.2).
Award criteria	Response to the Tendering Authority's award criteria, including the curricula vitae of the key experts (award criterion 3, see section 5.1).	Add to TenderNed
Resource plan and price statement (own format)	Resource plan in accordance with section 3.4 and price statement (Tender price) in accordance with section 3.5.2 (no standard template provided).	Prepare on own format and upload to TenderNed

* See Subsection 7.2.17 in the event your Tender is submitted in collaboration with other companies.

7.2.16 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).

3 ways to sign the ESPD:

1. Print, sign and scan;
2. Digitally insert an electronic (certified) signature or a scan of a pen-written signature;
3. Create and insert a certification ID online.

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.

7.2.17 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.

7.2.18 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.

7.2.19 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.

7.2.20 Communication and language

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

The Tender must be submitted in English.

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

During the fulfilment of the contract, communication must be conducted in Dutch OR English

7.2.21 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.

7.2.22 Contract conditions

The draft Contract 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 substantiated textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

7.2.23 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.

7.2.24 Request for supplementary information concerning the Tender

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

7.2.25 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 the standstill period. In deviation from the statutory minimum period of 20 calendar days and in view of the Christmas period, the standstill period ends on 11 January 2027 (see section 1.2). 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. During the standstill period, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during the standstill period, 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.

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: Draft Contract

Annex 3: ARVODI-2025

Annex 4: Complaints Procedure

Annex 5: Reference form

Annex 6: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)