



Government of the Netherlands

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Tender specifications: International Social Conditions (ISV)

## 1. Introduction

Dutch public authorities expect businesses to engage in responsible business conduct (RBC). This means they should take account of human rights, working conditions and environmental standards, and tackle possible abuses in their value chains. That is why public authorities set conditions in their contracts with businesses, requiring these contractors to exercise due diligence during the term of the contract. Due diligence is a six-step process that helps businesses identify, prevent and address risks in the areas of human rights, labour rights and the environment. This process is based on the [OECD Guidelines for Multinational Enterprises on Responsible Business Conduct](#) (OECD Guidelines) and the [UN Guiding Principles on Business and Human Rights](#) (UNGPs). These international standards have been applied for over a decade, and are key elements in RBC legislation, such as the EU Corporate Sustainability Due Diligence Directive (CSDDD) and the Corporate Sustainability Reporting Directive (CSRD).

### *RBC and the Dutch central government procurement policy*

Value chains in certain procurement categories of the central government can carry a significant risk of abuses in the areas of human rights, working conditions and the environment. They are therefore referred to as risk categories.<sup>1</sup> Tenders for goods and services in these categories whose monetary value is equal to or exceeds the EU thresholds must include due diligence requirements (International Social Conditions or 'Internationale Sociale Voorwaarden', ISV). Central government may choose to set such conditions for tenders outside these risk categories too.

It is important that the contractor's due diligence efforts are reasonably proportional to the nature and scope of the contract. Requirements relating to due diligence and ISV are described in the texts below. All of these, if applicable, must be included in the contract as special terms and conditions of performance<sup>2</sup>. The annex provides more information about applying due diligence effectively, and should be attached to the tender specifications<sup>3</sup>.

[PIANOO](#), the Dutch Public Procurement Expertise Centre, gives more information about implementing ISV in the procurement process. This support helps public procurement officers on incorporating ISV in a specific tender.

## 2.1 Text for Tender Document

International Social Conditions (ISV) are included in this contract as special terms and conditions of performance. Risks relating to people and the environment exist in many international value chains. The contracting authority therefore requires the contractor, in implementing this contract, to identify and where necessary address risks in its supply chain by carrying out due diligence. For more information, see the Programme of Requirements below and the annex to the International Social Conditions (ISV) tender specifications.

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<sup>1</sup>Central government has identified eight risk categories for its procurement: Workwear; Consumption-related services (Catering, Raw materials and waste management); Energy; Office furniture, equipment and supplies; Laboratory; Central government ICT equipment; Data centres; Connectivity (LAN, WAN and 4G/5G mobile data services).

<sup>2</sup> In the case of short-term contracts (duration < 1 year), a selection of conditions relating to the first step(s) of due diligence can be set.

<sup>3</sup> In the event of any ambiguity, the text of the Dutch version shall prevail for both documents.

## 2.2 Text to be included in the Programme of Requirements

Requirements concerning International Social Conditions (due diligence)	
Requirement	Text
1	<p><u>Embed responsible business conduct (RBC) into policies and management systems</u></p> <p>No later than [3 months]<sup>4</sup> after the effective date of the contract, the contractor must draw up an RBC policy or demonstrate to the contracting authority that it already has such a policy. In this policy document the contractor must describe the efforts it will make and the efforts it expects other parties to make in order to identify and address risks to people and the environment in the value chain. It should be clear from the document that the contractor endorses the OECD Guidelines and the UNGPs.</p> <p>The main elements of the policy must be communicated to other business relationships in the value chain.</p>
2	<p><u>Identify and assess actual and potential adverse impacts of the enterprise's activities, products or services on people and the environment</u></p> <p>The contractor must submit a risk analysis to the contracting authority no later than [6 months] after the effective date of the contract.</p> <p>The risk analysis should include:</p> <ul style="list-style-type: none"> <li>- a description of the value chain(s) for the products and/or services supplied by the contractor;</li> <li>- an assessment of the risk of breaches of human rights, labour rights and environmental standards in these value chains;</li> <li>- insight into the way in which these risks are caused by, contributed to by, or linked to the contractor;</li> <li>- a prioritisation of these risks based on their severity and likelihood. If necessary, the contracting authority will consult with relevant stakeholders to determine which +/- three risks should be given the greatest priority.</li> </ul>
3	<p><u>Cease, prevent or mitigate adverse impacts</u></p> <p>The contractor must address adverse impacts on people and the environment that its activities are causing and/or contributing to. The contractor must have or draw up targeted plans to prevent, mitigate and/or bring to an end actual and potential adverse impacts.</p> <p>The contractor should submit a plan of action to the contracting authority no later than [9 months] after the effective date of the contract, aimed at preventing, reducing and/or removing the risks identified in the risk analysis (step 2).</p> <p>The plan of action should in any case include:</p> <ul style="list-style-type: none"> <li>• an overview and description of the efforts the contractor will make to mitigate risks in the value chain for the products and/or services to be supplied to the contracting authority (SMART);</li> <li>• a schedule of the measures the contractor will implement.</li> </ul>

<sup>4</sup> This time period is a guide only. The contracting authority may set a different time period that is more appropriate to the tender's specific context (e.g. in light of the term of the contract and/or the relevant market's maturity with regard to RBC).

	<p>It should be clear from the plan of action how the contractor's efforts will result in a concrete approach addressing the priority risks as identified in the risk analysis (step 2). The most serious risks should be tackled first if it is not possible to address all the risks. In this case the contractor should convincingly explain to the contracting authority why not all the risks can be addressed.</p>
4	<p><u>Track implementation and results</u></p> <p>The contractor must track implementation of the measures and their effectiveness. The contractor must submit reports to the contracting authority [<i>within 12 months of the effective date of the contract and annually thereafter / for short-term contracts: before the termination date of the contract</i>], describing its actions to comply with the due diligence process. The contractor will use the monitoring results to improve these processes.</p> <p>The due diligence report submitted to the contracting authority will in any case:</p> <ul style="list-style-type: none"> <li>- provide an updated risk analysis (as described under step 2);</li> <li>- describe the measures taken (in the year to which the report pertains) to reduce risks and remedy any abuses of human rights and breaches of environmental standards in the value chain (as described under step 3);</li> <li>- describe the results of the measures taken.</li> </ul> <p>For any parts of the report not written in Dutch or English, summaries should be provided in one of these languages and submitted to the contracting authority no later than the date that the [annual] due diligence report is due. The report must be submitted to the contracting authority, but need not be published.</p>
5	<p><u>Communicate how adverse impacts are being addressed</u></p> <p>The contractor must inform external parties about its efforts and results in the area of due diligence.</p> <p>This communication can be part of a broader report, such as an annual sustainability report, and can be published on the contractor's website or disseminated to stakeholders by other means. The contracting authority must also receive this communication at least once a year.</p>
6	<p><u>Provide or cooperate in remediation where appropriate</u></p> <p>Where a contractor establishes that it has caused or contributed to an adverse impact on humans and/or the environment as a result of this contract, the contractor should provide or cooperate in remediation.</p>

## 2.3 Text to be included in the Contract

1. The contractor must comply with the International Social Conditions in accordance with the Programme of Requirements.