



Ministry of Economic Affairs
and Climate Policy

Tender Document

**Invitation to tender in accordance with
the European open procedure for the
following research:**

**Influence of controlled brine bleed-off
(CBBO) on cavern and cavern cluster
stability**

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Definition of terms

Tendering authority	State Supervision of Mines, department of the Ministry of Economic Affairs and Climate Policy
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 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An organization or organizations 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 and Climate Policy (EZK) – 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 State Secretary of Economic Affairs and Climate who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written 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 following research: Influence of controlled brine bleed-off (CBBO) on cavern and cavern cluster stability.

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 State Supervision of Mines (SSM) department of the Ministry of Economic Affairs and Climate Policy. IUC-EZK will act as process manager during this tendering process.

State Supervision of Mines

State Supervision of Mines (SSM) protects and promotes the importance of safety and the environment, both for employees and society at large, in the production, storage and transportation of mineral resources, geothermal energy and offshore wind power. On behalf of the Minister of Economic Affairs and Climate Policy, SSM supervises the exploration, extraction, transportation and storage of mineral resources such as oil, gas and salt, as well as geothermal energy. The supervision focuses on health and safety, the environment and optimal use of mineral resources from a technical point of view. SSM's responsibilities are set out in the Mining Act and the Gas Act. In addition, on behalf of the Minister of Social Affairs and Employment, SSM monitors compliance with legislation on working conditions and working hours at mining facilities and offshore wind farms. On behalf of the Minister of Infrastructure and Water Management, SSM monitors compliance with environmental and building legislation at mining installations.

1.2 Reason for this invitation to tender

SSM would like to understand the effects of CBBO: on subsidence, on stability and on integrity of the cavern. SSM would also like to learn more about what best practices might be: which is better for stability "fast and a lot" or "slow and few" releases? The study will be one of the building blocks that helps SSM to assess the risks of various cavern abandonment scenarios: like hard shut-in, CBBO, controlled high pressure or cavern filling.

1.3 Time schedule

The schedule below applies to this tendering process.

January 9 th 2024	Issuing of publication, start of tendering period.
January 29 th 2024, 12.00u	Closure of round 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).
February 6 th 2024	Issuing of Memorandum of Information
March 4 th 2024, 12.00u	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
March 4 th up to and including March 18 th 2024	Assessment of Tenders.
March 19 th 2024	Announcement of the award of the Contract.
April 3 th 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
April 8 th 2024	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
April 9 th 2024	Starting date of Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2. Description of assignment

2.1 Description and objective of the assignment

Background

The current understanding of cavern abandonment is largely based on the hard shut-in scenarios, where caverns are filled with brine and closed off. This has long been assumed to be a safe method. Recent experiences in the Netherlands (fracture formation and leakage in the cavern cluster of Nedmag¹, and a hydraulic connection between an abandoned and an active cavern in the Frisia concession²) have led to doubts about the safety of this method of abandonment. An alternative method could be CBBO³.

CBBO has been identified by Ratigan⁴ and the KEM-17 report (2020) as an alternative for hard shut-in. While applying the mechanism of CBBO, a cavern is allowed to passively close by creep, with one or more wells either being constantly or intermittently opened up to let brine flow out. The brine production is being driven by the combined effects of brine heating and expansion, and the closure of the cavern due to creeping salt. This research has the aim to determine the impacts and effects of CBBO and, especially, what is known about the safety of this method of closure.

According to the current literature, permeation of brine into the salt wall might (depending on the pressures in the cavern) still play a role in the case of CBBO, even though these caverns are generally expected to be under the equilibrium pressure (see KEM-17, 2020). It is expected that CBBO has to last for multiple years to multiple decades, depending on the cavern characteristics. This expectation would mean a significant extension of the operational commitment of an operator. Currently the Nedmag cavern system is being bled-off in a controlled manner. Fokker (2018) describes this bleed-off and it is one of the few studies currently available that looks at pre-abandonment bleed-off. These caverns are unique for salt mining in the Netherlands, as they are clusters of caverns, designed to mine magnesium salts (bischofite, carnallite), interlayered with halite. Fokker (2018) has used FEM modelling to study the effects of the bleed-off on the stress state of caverns and subsidence in the Nedmag cavern cluster. Fokker (2018) shows that the cavern situation is apparently stable, but with significantly increased subsidence.

Nobian is currently (2023) undertaking a number of "controlled outflow tests"⁵, in line with recommendations in the KEM-17⁶ report. Results of these tests might also be incorporated in the proposed study.

Other examples of bleed-offs in the literature appear to be more related to uncontrolled or accidental bleed-off (see for example Bérest and Brouard, 2003). As these are unexpected effects, both the dominant mechanisms and the parameters of the bleed-off (rate leakage or frequency of pulses) are therefore difficult to determine. Also, the build-up to the event and the early effects may be difficult to detect and monitor, especially in an abandoned cavern. Nevertheless, these cases might offer insights in the processes and effects of CBBO.

In a general sense, the modelling of in-situ stress states is a relatively mature field, but improvements are still necessary in order to obtain the insights needed for supervision and safety assessments. The KEM-17 (2020) project has shown that the application of salt creep laws, in practical situations like a real cavern, is not balanced. Generally, emphasis is put on the "non-linear creep" behavior caused by dislocation creep, which is dominant in laboratory settings. There is, however, increasing evidence that the linear behavior of pressure solution is dominant at cavern scales, but that the upper and lower ends of this domain are not well defined yet (see for

¹ [Oordeel SSM over overkoepelend rapport lekkage Nedmag april 2018 | Nieuwsbericht | Staatstoezicht op de Mijnen](#)

² [Reactie SSM op afsluiten Frisia's zoutcaverne Oosterbierum | Brief | Staatstoezicht op de Mijnen](#)

³ It should be noted that according to the Dutch Mining law CBBO does not qualify as a formal abandonment, as the well is still in place and being used. CBBO should therefore be seen as a temporary measure, but the legal implications of this are beyond the scope of this work.

⁴ Ratigan was program manager of the SMRI sealed and abandoned caverns (CS&A) long-term research program, initiated 1996.

⁵ <https://www.nobian.com/nl/zoutwinning/groningen/werkzaamheden/uitstroomtesten-bij-boring-hl-a-voor-fundamenteel-onderzoek>

example section 2.1 of Rowan et al., 2019, for a concise review). Recent scientific research is starting to define these boundaries, and are also starting to define laws for other, non-halite evaporites (see for example, de Bresser *et al.*, 2022 and Oosterhout *et al.*, 2022). Inclusion of linear creep (pressure solution creep) under low differential stresses can have a profound effect on both the subsidence and the state of stress next to, and, in between caverns (Baumann *et al.*, 2022).

Our provisional conclusion is that the effects of CBBO are not well known yet and further research is needed. Given the limited number of real existing cases, some analogous activities might bring valuable insights into understanding of CBBO.

A possible analogue to CBBO might be the pressure cycles that are required to keep the pressure stable in the long-term crude storage caverns of the US strategic crude reserves (see for example: Chekai, 2021). Here, salt creep requires regular bleed-off of brine, very much like CBBO, but within a storage cavern in this case. There is a significant and growing body of research focused at understanding the effect of cyclic pressure variations on the integrity of storage caverns in salt (see for example: Liu and Xiao, 2014; Liu, et al., 2014; van der Valk, et al., 2020). However, these cycles are on a much shorter time span and deal with different fluids and gases (under higher pressures) than in the CBBO case. So, the applicability of this research to CBBO is not evident. The applicability of this analogue needs to be further investigated to see if lessons learned from these cases might be relevant for CBBO.

Another source of useful information might be the monitoring of cavern behavior. One tool to monitor cavern stability is monitoring micro-seismicity (see for example: Mercerat et al., 2010; Ford and Dredger, 2020). At the Cerville-Buissoncourt site in France, the deliberate progressive collapse of a cavern by solution mining was monitored using several tools, including micro-seismicity (Daupley et al., 2010). The data collected from micro-seismicity records, especially in cases where cavern pressures are known, can serve as input for the real-world testing of models generated in this study. Another tool is sonar measurements to monitor cavern shape. It is possible that these studies contain useful information with respect to the creep behavior and thus the processes of CBBO.

With this study, we aim to complement the KEM-17 project, by looking at CBBO. SSM wishes to understand the effects of CBBO on the local stress field, and changes therein, and, ultimately on the stability of the cavern/cavern field, and potential interaction with surrounding underground activities, in other caverns in the same field.

Objective

This research (this research question) focuses on the behavior of salt caverns after closure or abandonment. In abandoned salt caverns the internal pressure can be increased by salt creep and by expansion of brine caused by a rise in temperature. The internal pressure can be reduced by controlled or uncontrolled release of brine from the cavern. The currently identified mechanisms for brine release are:

- i. Controlled pressure reduction during brine bleed-off (according to an intended and prescribed procedure).
- ii. Uncontrolled pressure reduction by permeation.
- iii. Uncontrolled pressure reduction due to the formation of hydraulic fractures.
- iv. Uncontrolled pressure reduction through a preferential leak-path.

These mechanisms can occur simultaneously, sequentially, or not at all, depending on the complex interactions among the cavern properties, salt properties and other external controls. Leakage mechanisms (ii), (iii) and (iv) were studied in KEM-17⁶. The study proposed here will focus on mechanism (i), to which we refer in this document as “controlled brine bleed-off” (CBBO).

⁶ See list of references at the end of this document.

CBBO will result in a decrease of cavern pressure. This will subsequently affect the state of stress around the cavern to some degree, and at different rates. Basic research questions for CBBO are: how will the stress state change around the cavern or between multiple caverns and what is the potential effect of a changing stress state on cavern integrity (tightness) and stability? A special case is where the abandonment of caverns will be combined with the simultaneous creation or operation of new (storage) caverns in the same salt dome.

SSM would like to understand the effects of CBBO: on subsidence, on stability and on integrity of the cavern. SSM would also like to learn more about what best practices might be: which is better for stability "fast and a lot" or "slow and few" releases? The study will be one of the building blocks that helps SSM to assess the risks of various cavern abandonment scenarios: like hard shut-in, CBBO, controlled high pressure or cavern filling.

The knowledge gathered from this research will help SSM (and hopefully also others) to improve the assessment of studies from operators. This knowledge will also help SSM to give advice to the ministry on operational plans for salt solution mining and gas storage caverns (production plan and storage plan). Understanding of this process will be essential in order to determine whether caverns can be abandoned safely before they are created. Also, it will help assessing the safest method for abandoning existing caverns.

Research questions

The main question of this research is:

What happens to the cavern stability and its integrity in the case of CBBO?

Sub-questions of this research are:

- 1) *How does the stress state around a cavern change during bleed-off? How is this dependent on the bleed-off rate or the convergence rate?*
- 2) *How is the cavern stability influenced by these stress changes? Is it dependent on depth or temperature?*
- 3) *What are the uncertainties/sensitivities/interactions among various parameters and how can uncertainties be quantified or reduced?*
- 4) *Is there a safe/unsafe speed of bleed-off? What are advantages/disadvantages of certain bleed-off cycles?*
- 5) *What are additional risks when leakage occurs uncontrolled?*

Deliverables

Deliverables of this assignment are as followed:

- A. Report of the Kick-off meeting
- B. Report of the literature study and critical review of modelling approaches and field cases.
- C. Report on the model:
 - a. A detailed description of assumptions, parameters/parameter space, sensitivities, uncertainties and model limitations.
 - b. A detailed model description (detailed enough so others could reproduce it)
- D. Progress report #1
- E. Report of the progress meeting (includes GO/NO GO decision for the project*)
- F. Report on the analysis:
 - a. A suite of modeled scenarios that accurately capture the uncertainties and all realistic scenario's.
 - b. Results that are compared with benchmark data (micro-seismic data, subsidence curves, etc.).
- G. Progress report #2
- H. Report on the meeting to review intermediate results (*progress report #2*)
- I. Optional: Report on the fine tuning of modelling
- J. Draft final report:
 - a. Answering the research questions.
 - b. Recommendations.

- K. Report of the meeting regarding the draft of the final report
- L. Final report

**After step E there is a possibility that the assignment will be terminated. In that case, the Contractor will be reimbursed for the costs incurred up to that time of the assignment. There is no right to reimbursement of the remainder of the costs for the assignment or other costs.*

2.2 Lots

The invitation to tender has not been divided into lots, because the assignment cannot be divided into separate lots. Because the various components of the research cannot be carried out separately and independently of each other by different Contractors without compromising the quality and coherence of the desired research.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of maximum 24 months. The agreement will end when the assignment is completed.

If the maximum value is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Agreement without compensating the Contractor for this, in whatever form. See further in this regard the provisions in the (draft) Agreement.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value of € 300.000,- (exclusive of VAT).

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

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

3. Requirements to this assignment

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

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements relating to the research questions

3.1.1 Contractor will answer the following research questions:

Main question:

What happens to the cavern stability and its integrity in the case of CBBO?

Sub-questions:

- 1) *How does the stress state around a cavern change during bleed-off? How is this dependent on the bleed-off rate or the convergence rate?*
- 2) *How is the cavern stability influenced by these stress changes? Is it dependent on depth or temperature?*
- 3) *What are the uncertainties/sensitivities/interactions among various parameters and how can uncertainties be quantified or reduced?*
- 4) *Is there a safe/unsafe speed of bleed-off? What are advantages/disadvantages of certain bleed-off cycles?*
- 5) *What are additional risks when leakage occurs uncontrolled?*

3.2 Requirements relating to the deliverables

3.2.1 The Contractor will deliver the following results:

- A. Report of the Kick-off meeting
- B. Report of the literature study and critical review of modelling approaches and field cases.
- C. Report on the model:
 - a. A detailed description of assumptions, parameters/parameter space, sensitivities, uncertainties and model limitations.
 - b. detailed model description (detailed enough so others could reproduce it)
- D. Progress report #1
- E. Report of the progress meeting (includes GO/NO GO decision for the project*)
- F. Report on the analysis:
 - a. A suite of modeled scenarios that accurately capture the uncertainties and all realistic scenario's.
 - b. Results that are compared with benchmark data (micro-seismic data, subsidence curves, etc.).
- G. Progress report #2
- H. Report on the meeting to review intermediate results (*progress report #2*)
- I. Optional: Report on the fine tuning of modelling
- J. Draft of the final report:
 - a. Answering the research questions.
 - b. Recommendations.
- K. Report of the meeting regarding the draft of the final report
- L. Final report

3.3 Requirements relating to the execution period

- 3.3.1 The contractor shall comply with the following deadlines in the execution of the assignment:
- Completion of progress report #1; no later than 6 months after the start of the assignment;
 - Completion of progress report #2; no later than 12 months after the start of the assignment;
 - Completion of the draft final report; no later than 18 months after the start of the assignment;
 - Completion of the assignment (completion of the final report); no later than 24 months after the start of the assignment.
- 3.3.2 The Contractor and the Contracting Authority will consult monthly about the progress of the assignment. The Contractor then draws up a short report.
- 3.3.3 The Contracting Authority anticipates at least the following consultation moments:
1. Kick-off meeting at the start of the assignment
 2. Meeting to discuss progress report #1
 3. Meeting to discuss progress report #2
 4. Meeting to discuss the draft report

3.4 Requirements relating to the end result

- 3.4.1 The end result of this assignment is an independently readable research report that is suitable for external web based publication. In addition to the final report, the Contractor also provides underlying relevant research data upon delivery of the final report. The final report must be submitted digitally (pdf format) in English.

3.5 Requirements relating to the prices/rates

- 3.5.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment. The Tenderer can use its own format. The format must at least include the following information:
- The number of hours per phase per consultant;
 - The total number of hours for the execution of the assignment;
 - The hourly rate (excluding VAT) per consultant;
 - The total price (excluding VAT) for the execution of the assignment.
- 3.5.2 The total price for execution of the assignment is not higher than € 300.000,- excluding VAT.
- 3.5.3 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.5.3 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.
- 3.5.4 The Tenderer will not submit any zero or negative prices/rates.
- 3.5.5 The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties. You will also give the total price. The Tenderer will charge on the basis of actual realised costs up to the maximum total price (also see 3.7.1).

3.6 Tax-related requirements

- 3.6.1 The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.6.2 The Contractor will quote the prices according to the following structure:

- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.6.3 If the Contractor indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.6.4 Contractor is liable for any extra costs for Dutch and/or foreign VAT due if Contractor incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, Contractor is liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.6.5 Contractor guarantees that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.6.6 Contractor indemnifies the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.6.7 If Contractor believes that his work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then he agrees to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by him in the quotation. Contractor will provide this statement in English. If the statement from the foreign tax authorities is not in English, then he agrees to provide a sworn translation of this statement, the costs of which will be borne by him.

3.7 Invoicing requirements

- 3.7.1 Invoicing is linked to the results as described in requirement 3.2.1. The Contractor will be able to invoice the actual costs incurred at the times below. Invoicing is based on the following schedule:
- A maximum of 15% of the total price upon completion of step 2
 - A maximum of 15% of the total price upon completion of progress report #1
 - A maximum of 15% of the total price upon completion of progress report #2
 - A maximum of 15% upon delivering the draft of the final report:
 - The remainder of the total price (a maximum of 40%) upon delivering the final report.
- 3.7.2 If the assignment is stopped in step 5, the contractor is entitled to invoice the costs actually incurred up to that point of the assignment.
- 3.7.3 Contractor must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.7.4 For companies established in the Netherlands only

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:

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

- E-invoicing through a service provider.

For companies not established in the Netherlands

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

3.8 Environmental requirements

- 3.8.1 The Tenderer must possess all environmental permits required in order to fulfil this assignment.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

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

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.

Please refer to <https://ec.europa.eu/tools/ecertis/search>
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- c. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

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

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

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

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

4.3.2 Reference data (technical qualifications)

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

- Demonstrable experience with numerical modelling in similar (preferably salt-related) research.

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

- The subject of the reference assignment must be comparable to the core competence in question. Such reference assignments should at least, and in some detail, show how the core competence of the Contractor has been used to fulfil the assignment

The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for

reference purposes: projected results cannot be taken into consideration.

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

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

- You may not provide more than one reference for the core competence.
- The reference must be signed by the referee (the client in question).

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

4.3.3 Quality assurance (technical qualifications)

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

That he has a quality-assurance system that is at least equivalent to a certified quality-assurance system. By 'equivalent', we mean the following:

- Quality assurance is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department (e.g. by means of a quality handbook). This department also bears responsibility for the correct design, execution and management of this quality policy.
- Presence and company-wide implementation of relevant procedures relating to service provision/end products and management of resources and documents, within which continual improvement is an important point of attention.
- Operation of an internal quality cycle, including the measurement, analysis and improvement of quality levels.
- Performance of a periodic, independent audit by an expert concerning compliance with the quality procedures.
- Customer-oriented processes: a system is in place to ensure (from the customer's perspective) that there is a clear picture of the customer's needs and that these needs are implemented into your business processes.

Or:

- That the Tenderer possesses a validly certified quality-assurance system, the certificate for which was drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration between organisations, see Section 7: 'Tenders involving collaborations with other organisations'.

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

Compliance with these quality-control requirements can be demonstrated by means of:
A description (max. two A4 sides, either single or double-sided) of the quality-assurance system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-assurance system. The subsection 'Quality Assurance' explains what is meant by the term 'equivalent'. Your description must address all the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

Provision of the latest audit report or a copy of a certificate or certificates for the quality-assurance system that was/were drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration (consortium), then every member of this collaboration, for their part, must provide the quality-assurance evidence requested for the purposes of the Tender.

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 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

A maximum of 1.000 points can be obtained for your response to the award criteria.

Nr.	Award criteria	Weighting factor / number of points
1	Plan approach	400 points
2	Quality of the project team	500 points
3	Price	100 points
Total		1.000 points

5.2 Quality criteria

5.2.1 Award criteria relating to Plan of approach

Max. no. of points available	Assessment aspects
400	The project plan of approach will be assessed based on the following aspects: - Description of the activities that will be carried out to comply with each of the tasks mentioned in chapter 2 and 3, including an indication of the expected results of these activities (such as deliverables). - Description of the plan to coordinate these activities (in your team and with the Client) in order to achieve the intermediate and final products. You add a detailed time schedule to your quotation, working out the following points: - A step-by-step description of how and when you will complete each of the tasks and how you will incorporate them into the final product; - Description of the risks that you see with regard to the planning and how you will manage it; - Description in what way and with what frequency you involve the client in the investigation. <i>Assessment basis (all aspects carry equal weight):</i> - The extent to which it appears that the tenderer has insight into the purpose of the contract and in which the work makes a convincing contribution to the purpose of the contract. - The extent to which the description of activities in the review proposal are complete, specific, clear and relevant. - The extent to which it appears that the planning is complete and realistic, demonstrating that the delivery timeframe can be achieved, with clear description of the risks with regard to the planning and how you will manage these risks.

5.2.2 Award criteria relating to the Quality of the project team

Max. no. of points available	Assessment aspects
500	You add an account of the employee(s)'s expertise to your quotation. You are therefore requested to include the following in the quotation: The names and functions of the employee(s) who will carry out the work, stating the subsections: - Relevant education, courses and training; - Relevant (project) work experience with indication of purpose, activities and results; - A brief CV of the employee(s) to be deployed; - The intended role / task distribution of the relevant employee(s), including deployment in terms of hours, of the relevant expert on this assignment, and why you think this is the right person for the execution of the assignment. The answer must also include a clear description of the way in which backup for team members is organised to ensure progress of the assignment. <i>Assessment basis (all aspects carry equal weight):</i> - The extent to which the knowledge and experience level of the project team is sufficient for successful completion of the assignment. - The extent to which the team composition is sufficient for successful execution of the assignment. - The extent to which qualitative backup of team members is organized in a way that the assignment will be continued in the event of (unexpected) team member failure.

5.3 Assessment method for qualitative award criteria

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

Plan of approach

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The description of the plan of approach significantly exceeded expectations and offers a great deal of added value.	400 points
Good: The description of the plan of approach exceeded expectations and offered some added value in places.	250 points
Sufficient: The description of the plan of approach sufficiently met our expectations.	100 points
Poor: The description of the plan of approach did not completely meet our expectations and displays shortcomings with regard to certain aspects.	0 points (Knock-out)
No response was provided to the question.	0 points (Knock-out)

If the score is lower than "Sufficient", the Tender will be excluded from further participation in the award procedure.

Quality of the project team

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The description of the quality of the project team significantly exceeded expectations and offers a great deal of added value.	500 points
Good: The description of the quality of the project team exceeded expectations and offered some added value in places.	300 points
Sufficient: The description of the quality of the project team sufficiently met our expectations.	150 points
Poor: The description of the quality of the project team did not completely meet our expectations and displays shortcomings with regard to certain aspects.	0 points (Knock-out)
No response was provided to the question.	0 points (Knock-out)

If the score is lower than "Sufficient", the Tender will be excluded from further participation in the award procedure.

5.4 Award criteria relating to prices/rates (exclusive of VAT)

The Tenderer adds the estimate of the number of hours to be deployed with the corresponding hourly rates, per activity / phase / employee, to the Tender. The Tenderer also indicates the maximum total price (excluding and including VAT) for carrying out the assignment. The Tenderer will be reimbursed for the hours actually worked, up to a maximum of this maximum total price. The Tenderer must take into account the requirements set out in chapter 3.

An absolute scoring methodology is used to assess your price. This method converts your price into a score. A bandwidth of € 220.000,- (minimum price) to € 300.000,- (maximum price) excluding VAT is used. When offering the total price, Tenderer must take into account the fact that the total price must fit within this bandwidth. If the total price is higher than the bandwidth, your Tender will be rejected and will not be assessed further. If the total price is lower than the bandwidth, Tenderer will receive the maximum number of points that can be achieved for the price criterion (150 points). The bandwidth can be found below.

Lowest possible total price	€ 220.000,- excluding VAT
Highest possible total price	€ 300.000,- excluding VAT
Bandwidth	€ 80.000,- excluding VAT

The basis for the number of points to be achieved for this criterion is your total price (the final score is rounded to two decimal place). The lowest possible total price receives 150 points, the highest possible total price receives 0 points.

The formula is as followed:

$((\text{highest possible total price } \text{€ } 300.000,- - \text{your total price}) / \text{total bandwidth } \text{€ } 80.000) \times 150$ points

This implies that:

- At a price of € 220.000,- you receive 150 points.
- At a price of € 300.000,- you receive 0 points.

Example calculation:

If your total price is € 285.000,- excluding VAT, the calculation will look as followed:

$((\text{€ } 300.000,- - \text{€ } 285.000,-) / \text{€ } 80.000,-) \times 100 = 18,75$ points

This gives you a score of 18,75 points on the price award criterion.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

The assessment of the Tenders takes place by an assessment committee. The assessment committee consists of 5 to a minimum of 3 adequately equipped and expert assessors. Each Tender will first be assessed individually by each assessor on the basis of the assessment criteria included in the Tender document. The assessment committee will then reach a final consensus score decision for each award criteria in a plenary session. The final assessment for each award criteria is rounded to two decimal places after the decimal point.

The total score of all award criteria will be determined in an arithmetic manner. The total score of the award criteria together with the score on the price criterion constitutes the final score of the Tender.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to two decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion Quality of the project team. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then the highest final score for the subcriterion Plan of approach will determine to which Tenderer the Tendering Authority will award the Contract. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3.1 Communication

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

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

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

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

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

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

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

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

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

Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.11 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.3.12 Dispute resolution

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

7.3.13 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.

The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.

- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.

- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.3.14 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria (Plan of approach and Quality of the project team)	Add to TenderNed
'Prices/Rates'	Prices/rates included in the quotation. Tenderer can use his own format	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

7.3.15 Legally binding signature

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

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

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

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

7.3.16 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

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

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

7.3.17 Single Tender

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

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

7.3.18 Violation of the fundamental principles of procurement law and restriction of fair competition

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

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

7.3.19 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English. The Tender must be submitted in English. Additional documents (such as informational materials etc.) can also be provided in English.

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

7.3.20 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 (ARVODI-2018) apply to the Contract.

7.3.21 Contract conditions

The draft Contract and the corresponding General Government Terms and Conditions (ARVODI-2018) are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

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

7.3.22 Explanation and verification of the Tender

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

7.3.23 Request for supplementary information concerning the Tender

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

7.3.24 Announcement of the award of the Contract

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

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

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-2018

Annex 4: Complaints Procedure

Annex 5: Reference Document