



Dienst Justitiële Inrichtingen
Ministerie van Justitie en Veiligheid

Tendering guidelines

Public European Tender

Bullet Component Ballistic Identification System

For the Netherlands Forensic Institute

Reference : NFI-KOGELCOMP-24
Date : 18/09/2024
Version number : Final

INTRODUCTION

Thank you for your interest in the European public tender 'Bullet Component Ballistic Identification System'. In this Descriptive Document, you will find all the information, such as the procedure, requirements and conditions you need to tender for this Assignment.

Contracting Authority and the Assignment

On behalf of the Netherlands Forensic Institute, the Inkoop Uitvoeringscentrum DJI (IUC DJI), referred to as the Contracting Authority, is seeking a Supplier who can supply a Ballistic Bullet Identification System.

Reading guide

We ask you to familiarise yourself with this Descriptive Document, which includes all its annexes and forms. The Descriptive Document is structured as follows:

- Who are we?
- What do we want?
- What do you need to comply with?
- What do you offer us?
- How do you submit your tender?

Your contact

Ron van der Veen, European Procurement Advisor at IUC DJI is supervising this tender and is your contact. Any remaining questions? If so, contact Ron van der Veen via the 'Berichtenmodule' (Message module) on the online tendering platform TenderNed.

Yours faithfully,
The 'Bullet Component Ballistic Identification System' working group

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Overview of annexes and forms

Annexes

All annexes are numbered.

1. Requirements
2. Wishes
3. Tender Checklist
4. Explanation of tender forms and completion of annexes
5. Draft Agreement
6. General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022)
7. Leaflet e-invoicing to the central government (Rijksoverheid)

Forms

All forms to be completed and submitted are lettered.

- A. Uniform European Tender Document
- B. Tender form and statement of agreement
- C. Specification of the reference assignment
- D. Price sheet
- E. Description of the System (Supplier's own format)
- F. Description of wish 3 (Supplier's own format)

Definitions

In addition/contrary to the Procurement Act 2012 and ARBIT-2022, the following terms apply. These terms are capitalised in the document.

Term	Definition
Contracting Authority	The State of the Netherlands, more specifically, the participant in Chapter 1 of this Descriptive Document.
Tender Documents	All documents associated with this European tender.
Public Procurement Act	Aanbestedingswet 2012 (Aw) as amended in the Bulletin of Acts, Orders and Decrees, 30 June 2016, 241. Also known as the Aw 2012 or Aw.
Adaptive maintenance	The Supplier's timely application of updates and upgrades to the System during the term of the Agreement. Updates and upgrades are changes or modifications to the System of software and/or hardware aimed at maintaining technical functioning in accordance with the requirements, as laid down in the Agreement, or simplifying, extending or improving the applicability of the System to keep it compatible with changing environments or changing external requirements.
Tendering guidelines	This document with its annexes.
Tender	The tender and/or set of documents as submitted by a tenderer under this European tender.
Corrective maintenance	The elimination of all malfunctions and defects in the System reported by the Buyer and established by the Supplier and the performance of the necessary repairs and replacements in the System for that purpose.
Location	NFI, The Hague.
Summaries of additional information and changes	The document(s) containing questions asked by potential tenderers about the tender procedure and the Tender Documents and anonymised answers to these questions by the Contracting Authority.
Assignment	Pursuant to the Agreement, the provision of the System, training and maintenance on the System, as described in this Descriptive Document.
Agreement	The commitment entered into with one Supplier as a result of this European tender for this subject, including any annexes.
Lot	A defined part of the scope of the European tender that can be tendered for by tenderer and for which one (or several) Agreements will be concluded separately.
Preventative maintenance	The periodic checking and adjustment and, if necessary, repair, testing and replacement of the System or parts of the System by the Supplier. During the term of the Agreement, the Supplier shall ensure that the System is maintained and operates in accordance with the functionality specified by the Supplier and the Requirements.
Requirements	The requirements set by Contracting Authority for the Assignment and its performance.
Wishes	The qualitative criteria/wishes imposed on the Assignment by Contracting Authority. The Tenderer will be assessed on this.
System	Ballistic Bullet Identification System, including software and documentation.

WHO ARE WE?

1. Participant

This chapter describes the organisation participating in this European tender. A participant is an organisation (division) of the Contracting Authority that will use the Agreement.

1.1 Netherlands Forensic Institute (NFI)

The Netherlands Forensic Institute (NFI) is an agency of the Ministry of Justice and Security and falls under the Directorate-General of Justice and Law Enforcement. The NFI is a leading forensic investigation institute and carries out case investigations for chain partners and clients. It also provides education and works continuously on innovation. The organisation steers for added value for the criminal justice chain and society. The NFI consists of some 700 employees who are linked by the common mission: 'Focused on truth, guided by science, for a safer society'. More information about NFI can be found at www.nfi.nl or read and watch at: [What does the NFI do?](#)

WHAT DO WE WANT?

2. The Assignment description

2.1 The background to the Assignment

2.1.1 Explanation of current situation

The Buyer wants to use a bullet component to build a database of traces in bullets that can be used to compare the traces of different shooting incidents. This may reveal links between various incidents.

The Buyer does not yet possess a bullet component.

2.2 The Assignment

2.2.1 The scope of the European tender

The scope of the European tender is to provide one (1) ballistic identification system for the digital, automatic comparison of firearm traces in fired bullets (referred to below as the System).

The Assignment consists of the delivery, installation, validation and delivery of the System ready for use, training of users and maintenance of the System in accordance with the requirements, as listed in the Requirements (Annex 1). User training means training four users to use the System and providing e-learning training courses. Maintenance includes Preventive, Corrective and Adaptive maintenance of the System.

2.2.2 Objective of the Assignment

To perform this Assignment, the Contracting Authority has set an objective. This objective determines for the Contracting Authority the extent to which the performance of this Assignment is perceived as positive.

The purpose of the European tender is the selection of a Supplier that, during the term of the Agreement, is capable of delivering the System on time, providing training and instructions and performing Preventive, Corrective and Adaptive maintenance in accordance with the requirements for it laid down in the Tender Documents.

2.2.3 The estimated value

The estimated value or scope for this Assignment is set at an amount of € 400,000.00. This includes the delivery, installation and delivery of the System ready for use, the training of users and the Preventive, Corrective and Adaptive maintenance of the System for the first 10 years.

2.2.4 Disclaimer

During the preparation of this European tender, every effort was made to gather as much information as possible on the expected scope of the Assignment. Despite the fact that a projected scope is assumed. The Contracting Authority cannot predict exactly how the organisation will evolve during the term of the Agreement. Organisational, societal and/or political developments may affect the scope of this Assignment. This implies that the actual scope may turn out lower or higher than the estimated value. Therefore, there is no purchase obligation, purchase guarantee or turnover guarantee. The Contracting Authority therefore expects a flexible approach to the execution of the Assignment.

2.2.5 The Requirements

The Annex 1 'Requirements' contains the requirements of the performance of the Assignment. By signing Form B 'Tender Form and Statement of Agreement', you accept the entire Requirements.

The Supplier shall also provide with the Tender a description (Form E) of the System indicating the make, type and versions of hardware and software. The description describes the features and capabilities of the System with reference to the requirements (Chapter 2 of the Requirements) set for the System by the Contracting Authority. The Tenderer shall also state whether and which third-party software licences will be used.

The Contracting Authority shall test the System requirements (Chapter 2 of the Requirements) during testing Wishes 1 and 2 (see Annex 2 'Wishes').

2.3 Amalgamation and Lots

The Contracting Authority has consciously decided to market the Assignment as a single entity. This combines the delivery and installation of the System, training and overall maintenance of the System. The service is an indivisible set of work, which does not lend itself to being divided into Lots.

3. The Agreement

The execution of the Assignment is subject to the attached Draft Purchase and Delivery Agreement, possibly amended in the Summary of Additional Information and Changes. See Annex 5 Draft Agreement'.

3.1 Purchase conditions

The attached draft Agreement is subject to the government-wide adopted General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022) to the extent not deviated from in the Agreement. The procurement terms and conditions are attached as Annex 6 'General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022)'. General sales conditions, industry conditions or other conditions of the Supplier are excluded.

3.2 Duration of the Agreement

The effective date of the Agreement is 21 January 2025. The System shall be delivered no later than 30 April 2025. The Agreement is entered into for an initial period of 10 years (expected technical lifetime), after which it can be renewed annually for up to 12 months. The Agreement shall in all cases end when the System is phased out and after all delivery obligations have been met.

If written objections are made to the award decision, a complaint is filed and/or summary proceedings are initiated, the Contracting Authority has the right to start the Assignment at a later date.

3.3 The Processor Agreement

No personal data will be processed under this Agreement. In the unlikely event that the Supplier processes personal data, it will be processed in accordance with applicable privacy regulations, including the GDPR and the GDPR Implementation Act (UAVG).

WHAT DO YOU NEED TO COMPLY WITH?

4. Requirements for the tenderer

This chapter sets out the conditions a tenderer must meet: the grounds for exclusion and the suitability requirements. It also lists the forms of tenders available to meet the stipulated grounds for exclusion and suitability requirements.

4.1 Completion of forms and legal signature

Among other things, this chapter details the forms you need to complete and submit. There is a further explanation in Annex 4 'Explanation of tender form and completion of annexes'.

If legal signature is requested, this includes the following: the Tender has been signed by the legal representative of tenderer. This is the natural person registered as authorised in the excerpt from the Chamber of Commerce trade register. This can also be a joint authorisation. Please note that in this case, both persons sign the Tender. If a non-authorised registered person signs, please enclose a copy of the power of attorney with your Tender. This power of attorney is signed by the legally valid representative (with signatory authorisation) in accordance with the extract from the trade register of the Chamber of Commerce. Besides an original handwritten, scanned signature, a qualified electronic signature within the meaning of Art. 3:15a of the Dutch Civil Code of law is also permitted. The Tender is valid only if signed by the tenderer's legal representative.

4.2 Tender forms

To meet all the requirements of this European tender, you may submit a Tender based on various forms of tender/trade relations:

- Independent, without subcontracting;
- Independent, with subcontracting;
- Partnership, without subcontracting;
- Partnership, with subcontracting.

You can tender for the Assignment only once: either independently or as part of a partnership. As a subcontractor, in which case it is permitted to participate in multiple tenders.

Should you tender based on one of the aforementioned forms of tender, please use Annex 4 'Explanation of tender form and completion of annexes'. This document details how and with what annexes you can tender for this Assignment.

4.3 The grounds for exclusion

Grounds for exclusion are designed to exclude unethical companies. We use two forms for this purpose: Form A 'Uniform European Tender Document' and Form B 'Tender Form and Statement of Agreement'. What is expected of you is explained below.

4.3.1 Uniform European Tender Document

The Uniform European Tender Document (hereinafter UEA) is used to verify the grounds for exclusion. You must complete Form A and submit it with the Tender. You thus declare that the relevant grounds for exclusion do not apply to your company.

Completing the UEA

You must answer all the questions asked in the UEA. Incorrect or incomplete completion or failure to submit the UEA may result in exclusion from the Tender. You do not need to sign the UEA. The signature of Form B 'Tender Form and Statement of Agreement' shall constitute the signature of the UEA.

Are you tendering as a partnership? Or are you relying on a third party to meet a suitability requirement? If so, the other members of the partnership (i.e. not the main contractor) and/or the third party or parties do have to validly sign the UEA. For more information, see: [How do I complete the Uniform European Tender Document \(UEA\)? | TenderNed](#)

Direct contact in case of any changes

If, after Tendering or during the performance of the Agreement, there are any changes as a result of which grounds for exclusion apply to you or your organisation after all, please notify the Contracting Authority immediately. The Contracting Authority reserves the right as yet to exclude the tenderer or the Supplier from further participation in the tender or performance of the

Assignment unless there is an exempted agreement, decision or concerted practice. Agreements already made can be cancelled without legal implications for the Contracting Authority. This also applies if you tender in a partnership or engage a third party or subcontractor. Finally, the Contracting Authority may require the replacement of a subcontractor.

Supporting documents to be submitted

If the Assignment is awarded, the tenderer must be able to prove by means of evidence that the requested grounds for exclusion do not apply to itself. Upon verification, you must provide the following supporting documents upon request:

- Certificate of good conduct in tendering (no older than two years counting from the deadline for the European tender, available from Justis). For other European countries see [eCertis \(europa.eu\)](https://ecertis.europa.eu);
- Tax Authorities certificate (no older than six months from the tender deadline, which can be obtained from the Tax Authority (Belastingdienst). For other European countries see [eCertis \(europa.eu\)](https://ecertis.europa.eu).

In The Netherlands, the application for the certificate of good conduct takes about eight weeks and the Tax Authority declaration about two weeks. You are therefore advised to apply for these statements in good time.

4.3.2 Tender form and statement of agreement

Form B 'Tender Form and Statement of Agreement' is used to gain a more detailed understanding of how you are tendering for this Assignment, for example, with which trading relationship(s). Therefore, when tendering Form B 'Tender Form and Statement of Agreement' should be completed and attached to your Tender. In addition, this form must be duly signed showing that you agree to everything in this European tender. The signature of Form B 'Tender Form and Statement of Agreement' will constitute the signature of your entire Tender.

4.4 The suitability requirements

Suitability requirements are designed to test whether you are in fact suitable to perform the Assignment. In the UEA, these are also referred to as selection criteria. If you do not meet (any of) the suitability requirements, the Tender will be set aside. You can use one or more third parties to meet the suitability requirements. If the Assignment is awarded, the tenderer must be able to demonstrate through evidence that the third party or parties meet the relevant suitability requirement(s).

4.4.1 Professional competence

You declare by completing the UEA (Form A) that you are filed in the commercial register according to the requirements of the legislation of the country where you are established. The Contracting Authority verifies this based on an extract from the trade register. If you, as a Tenderer, are established abroad, you must demonstrate through evidence that the abovementioned suitability requirement is met. This can be done, for example, by providing a copy of the extract from the country where you are based.

4.4.2 Financial and economic standing

You declare, if you are required to audit the financial statements, by completing the UEA, that the most recent audit in the financial statements does not include a paragraph with negative going concern expectations. For more information, see [criteria auditable](#). If the Assignment is provisionally awarded to you, you must submit the external auditor's management letter as evidence at the time of verification. Should you use consolidated financial statements of your parent company or group, you will be relying on the financial standing of your parent company or group.

If you are not required to audit financial statements, then by completing the UEA you declare the following: Your company's financial and economic standing is such that the continuity of services is not jeopardised during the term of the Assignment. If the Assignment is provisionally awarded to you, you must submit a review or composition statement as evidence upon verification.

4.4.3 Technical and professional competence

By completing the UEA, you declare that you have the requested core competencies.

The Tenderer should possess the following core competencies:

1.	Experience in supplying and delivering a comparable System (make and type) ready for use, containing at least 15,000 samples ('exhibits') at the time of Tender.
2.	Experience in performing Preventive, Corrective and Adaptive maintenance of a similar System (make and type).
3.	Experience in providing and delivering a similar System (make and type), capable of exchanging ballistic data at an international level, ready for use.

The Tenderer demonstrates possession of these core competencies through one or more assignments performed in the past three(3) years from the date of Tender. The core competencies may have been performed both within the same assignment and in different assignments. A reference may therefore be cited multiple times to satisfy multiple core competencies. For this purpose, you should attach the completed and signed Form C 'Specification reference assignment' to the Tender. For verification purposes, the Contracting Authority reserves the right to contact the contact person/agency of the submitted referent mentioned in the form.

4.4.4 *Quality management system*

- You declare in the UEA that quality assurance has been applied and embedded within the organisation with: a certified quality management system in accordance with ISO 9001, or;
- an equivalent certificate accredited by conformity assessment bodies complying with the European standards series for certification, or;
- according to an equivalent internal (written) quality management system, with the following characteristics: organisation-wide embedding, organisation-wide implementation, internal control cycle, periodic independent audits, including reasons why you demonstrably were not able to obtain a certificate.

The Contracting Authority may ask you to substantiate the equivalence of an internal (written) quality system to ISO 9001.

5. The award criteria

This chapter elaborates on the award criteria (the wishes and price) and the award methodology (evaluation method). The Assignment will be awarded to the tenderer with the Most Economically Advantageous Tender (MEAT) based on best value for money.

5.1 Award methodology

The award methodology of this European tender is the weighted factor method. Under the weighted factor method, there are two sub-award criteria: quality and price. The distribution of sub-award criteria is detailed in the table below. The valid Tenders will be evaluated based on this distribution.

Most economically advantageous tender based on best value for money using the weighted factor method.			Maximum number of points to be obtained	
Sub-award criterion quality	Wish 1	System performance		36
	<i>Wish 1.1</i>	<i>What is the repeatability of measurements of the same sample when measured twice?</i>	6	
	<i>Wish 1.2</i>	<i>Are there qualitative differences in the scratch marks if measured on different bullet materials?</i>	6	
	<i>Wish 1.3</i>	<i>How well can fine and coarse details in the scratch marks be determined?</i>	6	
	<i>Wish 1.4</i>	<i>How well/fast/easily can data and metadata from the system be used in the same third-party system?</i>	6	
	<i>Wish 1.5</i>	<i>What additional functionalities does the System offer compared to a conventional comparison microscope?</i>	6	
	<i>Wish 1.6</i>	<i>What are the scores for matches between known matching bullet pairs and known non-matching bullet pairs?</i>	6	
	Wish 2	User-friendliness		30
	<i>Wish 2.1</i>	<i>Intuitive operation</i>	5	
	<i>Wish 2.2</i>	<i>Acquisition</i>	10	
	<i>Wish 2.3</i>	<i>Analysis</i>	10	
	<i>Wish 2.4</i>	<i>Report</i>	5	
	Wish 3	Adaptability (Adaption to a new weapon)		10
Sub-award criterion price				24
Maximum number of points to be scored				100

5.1.1 Sub-award criterion quality

The maximum number of points to be scored for the award criterion quality is 76 points. The qualitative wishes have been divided into a number of sub-wishes and are further detailed in terms of content in the Wishes (see Annex 2). This Annex further describes how to answer the wishes and how the elaboration of the wishes will be assessed (assessment methodology).

Minimum score

For wishes 1.1 to 1.6 and 2.2 and 2.3, a minimum score of 50% (sufficient) to be achieved is required (see Annex 2 Wishes). Tenderers should achieve a score equal or higher than that minimum for these wishes. If the score on these wishes is less than 50%, the Contracting Authority will consider the Tender invalid. The Contracting Authority will exclude this Tender from further participation in the tender procedure.

5.1.2 Sub-award criterion price

The maximum number of points to be scored for the sub-award criterion of price is 24 points. The price sub-award criterion is further detailed in the Price Sheet (Form D). You should closely follow the completion instructions as included in this appendix. You may only use the Price Sheet for this.

The Tenderer should completely fill in the yellow shaded cells in Form D. Filling in the prices will calculate the total tender price. To evaluate the tenderer's bid price and determine its score for the sub-award criterion price, the tender price is related to the lowest submitted notional tender price. This is done using the following formula:

$$\text{Score Tenderer} = \text{tender price lowest tenderer} / \text{tender price tenderer} * 24$$

5.2 The outcome

5.2.1 The overall score

The overall score is determined by adding the points obtained for the sub-award criterion of quality and the price sub-award criterion. The tenderer with the highest score has achieved the Most Economically Advantageous Tender based on best value for money. This tenderer will be awarded the Assignment on a provisional basis.

5.2.2 Equal outcome

If two or more Tenders with exactly the same final score finish in first place, the award decision based on the most points on quality will be decisive. Should this not be decisive, the award decision of the tenderers with equal final scores will be based on wish 1. Should this still not be decisive, the award decision of the tenderers with equal final scores will be determined by drawing lots. The draw will take place at a venue to be specified by the Contracting Authority. Parties who finished tied will be invited to take part.

HOW TO SUBMIT A TENDER

6. The tendering process

This chapter describes how to tender and the stages of the tender procedure.

6.1 Tendering and communication via TenderNed

The tender procedure is digital via the online tendering platform TenderNed. Communication and submission of the Tender will take place only through this platform. Communicating with other employees of the Contracting Authority or through other channels about this European tender is not permitted and may result in exclusion from participation.

6.2 The planning of the tender process

The schedule for the tender process is given below. **The dates and times in bold are firm deadlines.** The Contracting Authority always has the right to change the schedule. The latest established dates are listed in TenderNed; these dates are always leading.

Planning table tender procedure

Description	Date
Send publication to TenderNed	08 October 2024
Final opportunity to submit questions for Summary of additional information and changes 1	22 October 2024 at 14:00
Deadline for questions submitted to be answered in writing (Summary of additional information and changes 1)	29 October 2024
Final opportunity to submit questions following Summary of additional information and changes 1	5 November 2024 at 14:00
Deadline for questions submitted to be answered in writing (final Summary of additional information and changes)	8 November 2024
Final Tender Deadline	19 November 2024 at 14:00
Opening Tenders	19 November 2024 after 14:00
Communication of the award decision	17 December 2024
Final Award	7 January 2024
Effective date of Agreement	21 January 2025
Delivery of the System	30 April 2025
User Acceptance Test (UAT)	7 May 2025
Commissioning of the System	14 May 2025

6.3 The information phase

6.3.1 Questions and the Summary of additional information and changes

You can ask questions, make suggestions or provide comments on this European tender. Please use the 'Question and answer module' on TenderNed for this purpose. We can answer your questions only if they are submitted this way and on time. If questions are submitted after the deadline, the Contracting Authority cannot guarantee that these questions will be answered.

The Contracting Authority answers the questions in writing and anonymously. Inquiries are only binding insofar as they are included in a Summary of additional information and changes or answered individually in writing.

In response to questions from the Summary or summaries of additional information and changes, the Contracting Authority may make changes to the Tender Documents. The Summary or summaries of additional information and changes are integral to the Tender Documents. If there are several Summaries of additional information and changes with inconsistencies, the provisions of the most recent Summary of additional information and changes shall prevail.

6.3.2 Reporting (alleged) inconsistencies and/or imperfections

This Descriptive Document and its annexes have been compiled with great care. Should you believe that any information or provision in the Tender Documents is inaccurate, inconsistent, incomplete,

unlawful or otherwise irregular, you should bring this to the attention of the contact person immediately and on time – i.e., before the deadline for submission of Tenders. You can do this through TenderNed's messaging module.

6.4 The tendering phase

6.4.1 Term of validity

You maintain your Tender for at least 90 calendar days after the final Tender deadline. Upon request, you must extend this period by 90 calendar days. No claim for award can be derived from this request. If the deadline is extended, there will be no price indexation. If summary proceedings are instituted during the tendering procedure, the period of validity of the Tender is automatically extended to 8 calendar days after the court's ruling on the summary proceedings.

6.4.2 Language

The language of communication during this tender procedure and the performance of the Assignment is English. The Descriptive Document has been prepared and published in both Dutch and English. The Dutch version takes precedence. All tender documents must be in Dutch or English. Annexes containing explanatory technical information should preferably be in Dutch. If this is not possible, an English-language version will suffice.

6.4.3 Other tendering conditions

To be considered for award, the following conditions apply:

- Tenderers shall refrain from conduct that violates Dutch or European competition law (including Article 6 of the Competition Act or Article 101 of the Treaty on the Functioning of the European Union, as the case may be), i.e. consultations prior to or during the tendering procedure during which the prices and/or terms and conditions of the Tender to be submitted and/or the work to be carried out are coordinated.
- It is not permitted to submit a conditional Tender.
- This Assignment is a single entity. It is not possible to tender for parts of the Assignment.

6.4.4 Deadline for the tender

Your Tender must be on time. The specific date and time are on TenderNed. After this date and time, your Tender will not be considered. There are no exceptions to this, even if the Tender is not on time through no fault of your own, e.g. due to a poor network connection. We therefore advise you to upload your Tender in TenderNed well in advance. If there is a malfunction at TenderNed just before the expiry of the tendering period, please report this immediately to TenderNed as well as by e-mail IENEA@dji.minjus.nl. Furthermore, you should send your entry encrypted as soon as possible and on time. For an elaboration of this, see section 2.109a Dutch Public Procurement Act above. TenderNed's information on the disruption will determine the Contracting Authority's decision on whether to extend the tender period.

6.4.5 Open Tender

The Contracting Authority can only access the digital vault after the closing of the tendering period. No tenderers' representatives are present when the digital vault containing the Tenders received is opened.

6.5 The assessment phase

In the assessment phase, several steps are completed to award the Assignment. For all steps: you must successfully complete each step to be eligible for award. If a step is not successfully completed, your Tender may be set aside unless the IUC DJI considers that the defect found in the Tender can be remedied. Clarification may be sought during the assessment.

6.5.1 Step 1: Assessment for completeness and validity

The Tenders received are first assessed for the formal requirements:

- Timely submission of your Tender via TenderNed;
- Tender complete and in accordance with the provisions of the Tender Documents;
- Tender validly signed.

6.5.2 Step 2: Verification of grounds for exclusion and suitability requirements

During the second step, the Contracting Authority checks whether an exclusion ground applies and/or the tenderer meets the minimum requirements regarding suitability and whether a tenderer meets the Requirements. It will do this based on the forms completed by the Tenderer.

6.5.3 Step 3: Assessment of the Tender content

In the third and final step, the wishes are assessed through the 'consensus model'. A review team has been formed for this purpose. This review team consists of representatives with different areas of expertise. Each member of this assessment team will assess each Tender individually. The assessment team then discusses individual assessments and scores in a plenary session. The assessment team then arrives at a consensus score on each wish.

6.6 The award phase

6.6.1 Intention to award

The tenderer finishing highest after the assessment of price and quality (the wishes) will receive the intention to award. The intention to award the Assignment shall be announced simultaneously to all tenderers. The rejected tenderers will be informed of the name of the proposed winning tenderer, the grounds on which the intention to award is based, the scores obtained, the justification for their own scores and the scores of the winning Tender. The proposed winning tenderer cannot derive any rights from the award decision. The offer has not yet been finally accepted.

6.6.2 Standstill period

The IUC DJI observes a standstill period of 20 calendar days. This starts on the day after the date of dispatch of the intention to award. Any tenderer who disagrees with the intention to award the contract may, within 20 calendar days, apply for summary proceedings at the preliminary relief court in The Hague by serving a writ of summons. After these 20 calendar days, the right to institute summary proceedings expires.

6.6.3 Verification

The 'verification phase' starts after the IUC DJI announces the intention to award the Assignment. At this stage, the awarded tenderer should submit the requested evidence.

6.6.4 Final award and signing of the Agreement

After successfully completing the above steps, a final award is made. The attached draft Agreement is finalised and duly signed by the Buyer and Supplier.

6.7 Other (legal) procedural provisions and conditions

6.7.1 Article 2.81 Dutch Public Procurement Act (AW)

Section 2.81 Aw 2012(1) shall apply to the performance of the Assignment. If there are any questions regarding these obligations, you can contact the Tax Administration at www.belastingdienst.nl, Environmental Protection/Ministry of Infrastructure and the Environment at www.rijksoverheid.nl/ministeries/ienm and www.rvo.nl. For information on employment protection and working conditions, contact the Ministry of Social Affairs and Employment at www.rijksoverheid.nl/ministeries/szw and the UWV at www.uwv.nl/werkgevers.

6.7.2 Russia sanctions package

The Contracting Authority draws your attention to the '[Dutch circular sanctions package Russia](#)' dated 22 July 2022 with reference CE-MC / 22156112. This was drafted in response to Regulation EU 2022/576. This sanction affects public procurement. As per this Regulation and Circular, no more contracts may be awarded to Russian parties.

You need to provide the required information in the 'Tender form and statement of agreement' (Form B). If you (1) are a Russian party or (2) use a Russian party as a subcontractor or (3) use a Russian (supplier) participating in the Agreement for more than 10%, the Tender will be set aside. You will be excluded from further participation unless one of the exceptions listed in the circular is demonstrably applicable.

For more information, please refer to the contents of the circular. You can also contact the RVO's Russia Sanctions Desk for more information. The Russia Sanctions List is also published there. See Sanctions Desk Russia (rvo.nl). This sanctions package may change during the tendering process and/or during the term of the Assignment and affect the Assignment to be performed.

6.7.3 Stopping this European tender

The Contracting Authority has the right, in writing and stating reasons, to withdraw, cease and not resume the European tender in whole or in part, cancel the (final) award and/or refrain from entering into the proposed Agreement.

6.7.4 Outsourcing

The Contracting Authority has the right to outsource parts of this Assignment in special situations. This could be to a third party as part of an integral project, to a public-private partnership, by means of a Design, Build, Finance, & Maintain contract or through a similar construction or if such an approach is desirable in the Contracting Authority's opinion. In such situations, the relevant delivery falls outside the scope of the Agreement, and the party cannot claim the delivery or any compensation, including lost sales and/or profit or otherwise.

6.7.5 Tender fee

The Contracting authority is of the opinion that the activities to be performed by you in the context of submitting a Tender are not of such a nature that a tender fee needs to be paid. Therefore, the Contracting Authority will not pay a tender fee in this European tender.

6.7.6 Complaints procedure

Complaints about this European tender's content or the Contracting Authority's conduct in this European tender can be raised through the summary of additional information and changes. If the Contracting Authority does not uphold this complaint then the complaint can be submitted to the Complaints Desk (*Klachtenmeldpunt*) of the Ministry of Justice and Security. Complaints can be submitted by post or email. State clearly in your complaint:

- the date you send the complaint;
- name, place of business and commercial tender number of the complainant;
- name and address details (including email) of contact person of the complainant;
- title and TenderNed number of the European tender to which the complaint relates;
- name and address information (including email) of contact person at the Contracting Authority for the European tender to which the complaint relates;
- the content of the complaint with reasons;
- a suggestion by which, for you, the complaint can be remedied.

Send the complaint to:

Klachtenmeldpunt Europees Aanbesteden Justitie en Veiligheid
Afdeling strategische inkoop
Turfmarkt 147
Postbus 20301
2500 EH DEN HAAG

Mail: klachtenmeldpunt.ea@minjenv.nl

The Complaints Hotline will investigate your complaint and inform the Contracting Authority. The complaint may be declared founded, partially founded or unfounded in this opinion. The Contracting Authority then decides on the complaint and informs the complainant. If necessary, the Contracting Authority will take any preventive or corrective measures.

If you do not receive a decision from the Contracting Authority or the complainant does not agree with the judgment, the complaint can also be submitted to the Committee of Procurement Experts (Commissie van Aanbestedingsexperts). See also www.commissievanaanbestedingsexperts.nl.