Ministry of Climate Policy and Green Growth

Tender Document

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

Cavern collapse and possible sinkhole development

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Contents

Definition of terms

Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contracting Authority	The State of the Netherlands, represented by the State Secretary of Economic Affairs of the Ministry of Climate Policy and Green Growth who concludes the Contract with the Contractor on behalf of the Contracting Authority.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
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.
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*).
IUC-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs (EZ) – 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.
Most Economically Advantageous Tender	The Tender that ends up with the lowest price per point.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012*)
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tenderer	An organization or organizations who has/have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tendering Authority	State Supervision of Mines, department of the Ministry of Climate Policy and Green Growth.
Tender Document	This document and all of its annexes.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the following research: cavern collapse and possible sinkhole development.

You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering Authority and IUC-EZ

This tendering process is being conducted on the instructions of State Supervision of Mines department of the Ministry of Climate Policy and Green Growth. IUC-EZ 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 Ministry of Climate Policy and Green Growth, 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 gain better understanding of the consequences of a potential collapsing cavern. Although the chance of this happening is very small and difficult to quantify, the consequences can be very large.

The Netherlands has over 250 relatively small, shallow caverns (mainly in Twente) and about 30 relatively large (0,5-5 mln m^3), deep caverns (in Groningen and Friesland) for salt mining and energy storage. A few cases of cavern migration are known from the Twente area[1], some of which actually reached the surface[2]. This prompted SSM to make "understanding the long-term stability and (if required) the long-term stabilization of these caverns" a priority in the Twente-Rijn concession[3].

The formation of a sinkhole at the surface above a salt cavern is the ultimate result of the upward migration of the void space by a collapsing cavern roof. The collapsing roof is in competition with the filling of this space by the volumetric expansion of the rubble (so-called 'bulking'[4]). Falling rubble is known to take up more space in volume compared to the in-situ rock. This will, in case where sufficient rock is present above the cavern, ultimately fill the cavern and support the roof, halting the migration. In cases where a sinkhole forms at the surface, the bulking was insufficient to stabilize the cavern before the roof of the void reached the surface[5]. In the Netherlands it is likely that migration to the base of the unconsolidated sediments accelerates the last phase of collapse and the formation of the sinkhole.

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[1] https://www.rtvoost.nl/nieuws/2080256/zoutwinner-nobian-vindt-vermist-zoutgat-onder-twence-terug

[2] https://www.tubantia.nl/overig/twente-hoeft-zich-volgens-akzonobel-niet-druk-te-maken-om-zinkgaten~a0d944f5/?referrer=https%3A%2F%2Fwww.google.com%2F

[3] https://www.sodm.nl/documenten/brieven/2022/09/02/voortgang-nobian-verscherpt-toezicht-juli-2022

[4] https://www.nrc.gov/docs/ML0807/ML080700314.pdf

[5] Pierre Bérest (2017) Cases, causes and classifications of craters above salt caverns. International Journal of Rock Mechanics and Mining Sciences, Volume 100, Pages 318-329.

The KEM-17 study concluded that more knowledge is needed for assessing and managing cavern failure risks after abandonment for the relatively large and deep caverns. Sinkhole formation is a possible consequence of cavern failure. This study will focus on large and deep caverns, although The KEM-17[6] study concluded that more knowledge is needed for assessing and managing cavern failure risks after abandonment for the relatively large and deep caverns. Sinkhole formation is a possible consequence of cavern failure. This study will focus on large and deep caverns, although learnings might be applied to the smaller caverns. Given the current move towards the creation of hydrogen storage caverns, SSM will also include the formation of sinkholes during the operational phase of these gasfilled caverns.

1.3 Time schedule

The schedule below applies to this tendering process.

January 29th 2025	Issuing of publication, start of Tendering period.
February 13th 2025, 12:00	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 Academic policy-oriented research contract.
March 6th 2025	Issuing of Memorandum of Information.
March 20th 2025, 12:00	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
March 20th up to and including April 23th 2025	Assessment of Tenders.
April 24th 2025	Announcement of the award of the Contract.
May 9th 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
May 14th 2025	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
May 15th 2025	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.

[6] KEM-17 Onderzoek naar de langetermijnrisico's van het afsluiten van zoutcavernes | Rapport | Staatstoezicht op de Mijnen (sodm.nl)

2. Description of the assignment

2.1 Description and objective of the assignment

Objective
This study has two main ultimate aims:

1) To gain insight into cavern collapse:
    a. What are the (unambiguous) indicators of a collapsing cavern?
    b. How much time does collapse of the entire cavern take (relevant to understand possible mitigations)?

2) To gain insight into the consequences:
    a. What kind of effects can be expected at the surface?
    b. What is the areal extend of these sinkholes?

SSM thinks that a sinkhole-model, specific for the Northern Dutch situation, is needed to further understand such events. The causes of sinkhole formation, for example the long-term behaviour of the caverns themselves, is not the objective of this proposal. Those issues are currently being studied by the operators, with the help of researchers they hire. This research project is focused on the understanding of the migration of the cavern and the sinkhole formation process (speed, precursor effects, dimension, etc.), and the affected area at the surface. The starting condition is that a cavern starts collapsing.

It seems that the technology to model collapse and sinkhole formation is relatively mature (see references 5-8 at the end of §3.2) but focusses mostly on the formation of sinkholes in competent rocks. The first step of this project should therefore be to understand if existing models can be modified and calibrated for the Northern Dutch situation specifically, or salt caverns underlying partially soft(er) sediment in general.

To this end SSM proposes three phases:

A. Investigate whether the current numerical tools are suited to study large and deep caverns underlying partially soft sediments.
B. Develop and calibrate such a model for a number of generalized cavern shapes and depths.
C. Use this model to run a series of theoretical, but realistic endmember models. The goal is to investigate the possible parameter space in the development and effects of sinkholes from salt caverns underlying partially soft sediments. These should help the regulator to gain insights in aims (1) and (2).

Between these phases, a go/no-go decision shall be taken. Therefore the offer should split the costs and define them separately for each of the three phases.

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 with one Contractor for a period of maximum 18 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 Contract without compensating the Contractor for this, in whatever form. See further in this regard the provisions in the (draft) Contract.

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. The total price for execution of the assignment is not higher than € 350.000,- excluding VAT.

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 text of the Tender

The Tender should at least consist of a description of the plan of approach and the team.

Plan of Approach – In the plan of approach you will describe the following parts:

1) **Activities -** Description of the activities that will be carried out to comply with each of the tasks mentioned in chapter 2 and below, including an indication of the expected results of these activities (such as deliverables). The three phases (A, B and C) mentioned in chapter 2 and below are clearly distinguished in this description.
2) **Coordination and planning –** This part contains:
    - Description of the plan to coordinate these activities (in your team) in order to achieve the intermediate and final products.
    - 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.
3) **Client involvement –** Description in what way and with what frequency you involve the client in the investigation.

Quality of the project team – Describe the composition of the project team and the expertise of all individual members. In describing the team, explain how the knowledge and experience of the individual team members is used to answer the research questions and also explain that this knowledge and experience is sufficient to achieve the desired results. The knowledge and experience present in the team is substantiated in the quotation by the CVs of the team members and by the previous projects that your organization(s) or the team members have carried out.

Per individual team member you add a brief CV to the quotation, containing at least:

- name, functions and affiliation;
- relevant education, courses and training;
- relevant (project) work experience with indication of purpose, activities and results.

For the team you will also describe the intended role of the individual member and the task distribution. This will also include deployment in terms of hours of the relevant experts for every assignment, and why you think they are the right persons for the execution of the assignment.

The quotation must also include a clear description of the way in which (equivalent) backup for team members is organised to ensure progress of the assignment in time.

3.2 Requirements relating to the research questions

Contractor will answer the following research questions:

<u>Phase A</u>

1. Are there existing models for sinkhole formation, to allow the development of a numerical tool specifically to model sinkhole formation due to collapsing salt caverns underlying soft sediment?

a. What are the numerical requirements to model a collapsing salt cavern underlying a section of relatively competent rock, and very weak surface sediments?
b. What parameters (geometry, strength, elasticity, etc) are required? Are these parameters available or can they be made available without too much additional work? What analogues/proxies could be used if certain parameters are not available?
c. Does such a tool already exist? Is it possible to adapt an existing tool to do this?
d. Which tool would be most suited for this? Are there more than one such tools?

Phase B:
If the answer to question (1) is "yes," such a model should be created, or collaboration with the group that has developed suitable models should be sought. Once this model is set up:

2. Can such a model be calibrated using existing/documented examples of collapsing caverns?
   a. What data are needed for this calibration, both in the sense of overburden geometries, and strength / elasticity parameters, as well as potential pre-cursor events?

Calibration using cases from the Northern Netherlands, or equivalents are likely not available. Possible candidates for calibration are:

- The much smaller and shallower collapsing caverns in Twente-Rijn, as these studies by the operator are available at SSM. For example indications of the required bulking factor to halt migration, the timeframe in which these caverns collapse and the development of "delamination" of overburden layers, prior to full collapse.
- The collapsing cavern Bayou Corne, Napoleonville, USA, which has published examples of GPS, InSAR and seismic data both from before and during the collapse, see for example references 8 and 9, but more exist.
- The sinkhole near Hull, Texas (2008) – references 10 and 11
- The sinkhole in Bayou Choctaw, Louisiana, USA (1954) – references 10 and 12
- The crater that formed above an overfilled gas storage cavern in Petal, Mississippi, USA (1986) – references 10 and 13
- Other published examples of sinkholes above caverns; see also reference 1.

Phase C:
After phase B, a series of theoretical, but realistic endmember models should be run to investigate the possible parameter space in the development and effects of sinkholes in the north of the Netherlands. Questions in this stage are:

3. If a sinkhole is developing due to the collapse of a typical cavern in the Northern Netherlands, what are the likely rates, possible pre-cursor effects, and potential tools to detect this sinkhole?
   a. Models should have the initiation of a catastrophic failure of the cavern roof (or side) as their starting point. As mentioned before, the cause of this failure is *not* in scope of this effect study.
   b. Precursor effects could include, but are not limited to: (micro)-seismicity and subsidence. What other precursors events could be thought of?
   c. What sorts of uncertainty ranges can be expected? What is the fastest, and what is the slowest possible migration rate? Can collapse be aseismic?

4. If a sinkhole reaches the surface (i.e., the base of the unconsolidated sediments), what are the possible effects (given the weak nature of the near-surface sediments), and over what area can these be expected?
   a. These effects should include horizontal and vertical movement at points along a transect over the developing sinkhole, stresses, strains, and rates. After the situation has come to rest, what are the bearing capacities of the area surrounding the sinkhole?
   b. It should be noted that the actual definition of potential damages, hazards and casualty numbers is outside the scope, at this point. This project aims to first set (realistic) expectations of potential effects at ground level. The exact implications of these effects could be part of a future study, depending on the outcome.

5. As input for the realistic endmembers, the following parameter space should be investigated:

a. What are the expected differences, if a cavern is filled with gas or with brine?
b. Does the size, shape, and depth of the cavern have an influence?
c. What are realistic bulking factors?
d. What are the expected differences if a cavern is operational (i.e. has open wells, relatively low internal pressures, and might be filled with a gas) or is abandoned (wells are plugged and abandoned, and the cavern is filled with brine under (near) geothermal equilibrium and (near) geostatic pressures?)
e. What are the sensitivities of these models to the input parameters?
f. What is the uncertainty range in the resulting output?

SSM will help develop these scenarios when the project reaches this phase.

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3.3 Requirements relating to the deliverables

Phase A: Report giving an overview of the state-of-the-art and assessment of numerical tools to predict cavity collapse and sinkhole formation processes and effects at the surface (timing, dimensions, settlement rate, etc.). This report should include a description of the proposed numerical approach(es) to move forward with.

Phase B: Report containing the results of the calibration of the approach(es) (models) by simulating typical cavity failure/collapse and sinkhole formation, based on published examples.

Phase C: Report containing the results of the realistic end-member modelling. The report should describe ranges of the development, rates, and surface effects of sinkholes in the north Netherlands, as well as possible pre-cursor events, and ways to identify these precursors.

Recommendations for further work, including possible ways to mitigate cavern failure, quantify hazards and risks, and identify pre-cursor events, which can be used to help predict the onset of sinkhole formation.

3.4 Requirements relating to the execution period

There is a maximum of 18 months for execution of the project.

3.4.1 The Contractor shall comply with the following deadlines in the execution of the assignment:
- Completion of report Phase A; no later than 3 months after the start of the assignment;
- Completion of report Phase B; no later than 9 months after the start of the assignment;
- Completion of report Phase C; no later than 18 months after the start of the assignment;

3.4.2 The Contractor will report the Contracting Authority at least monthly by e-mail about the progress of the assignment.

3.4.3 The Contracting Authority anticipates at least the following consultation moments:
1. Kick-off meeting at the start of the assignment.
2. Meeting to discuss deliverables Phase A.
3. Meeting to discuss deliverable Phase B.
4. Meeting to discuss the draft of Phase C.
5. Meeting to discuss final results.

3.4.4 In the context of Social Return On Investment (SROI), the Contractor has to provide a minimum of 5% of the wage bill over the total contract value. It is not necessary to deploy employees evenly over the year. The deployment can also be, for example, an internship during a period. Any costs for guidance (e.g. a job coach) can be included in the fulfilment of SROI. For more information about SROI, please visit the website: Social return on investment (SROI) | PIANOo - Dutch Public Procurement Expertise Centre

3.5 Requirements relating to the end result

3.5.1 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.

3.5.2 The quality of the final reports (Phase A, B and C) should be suitable for peer-reviewed publication.

3.5.3 Because of the publication of the report on a website of the SSM or a third party, it should be fully digitally accessible. The documents and or website should fully comply with the WCAG 2.1 AA guideline*.

*The WCAG refers to digital accessibility of websites and mobile applications of government bodies, such that the information is also accessible to people with functional disabilities (deaf, visually impaired, etc.). Documents posted on websites must also be accessible to people with disabilities. This applies not only to documents on government websites but also to documents posted by the government on third-party websites. For more information: https://www.digitoegankelijk.nl/Requirements relating to the prices/rates in the Tender

3.6 Price related requirements

3.6.1 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/daily rate (excluding VAT) per consultant;

- The total price (excluding VAT) for the execution of the assignment.

3.6.2 The total price for execution of the assignment is not higher than € 350.000,- excluding VAT.

3.6.3 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.

3.6.4 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.

3.6.5 The Tenderer will not submit any zero or negative prices/rates.

3.6.6 The Tenderer will provide a budget with fixed hourly/daily rates, specified according to the various duties. You will also give total prices per phase. The Tenderer will charge on the basis of actual realised costs up to the maximum total price per phase (also see 3.8.1).

3.7 Tax-related requirements

3.7.1 The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration *(Belastingdienst)* or other tax authorities.

3.7.2 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.

3.7.3 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.

3.7.4 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.

3.7.5 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.

3.7.6 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.

3.7.7 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.

3.8 Invoicing requirements

3.8.1 Contractor must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.8.2 **For companies established in the Netherlands only**

E-invoicing

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

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 7.3.14).

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:

- Analytical and numerical modelling expertise in sinkhole problems.
- Geomechanical expertise, with speciality on post-failure geomechanical analysis (large deformations).

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment <u>for the core competence listed above</u> 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.

Important note: the reference assignment evidence must be submitted **with the Tender** :

- For each core competence you must provide 1 reference or 1 reference for both core competences if both core competences have been applied with the reference assignment.
- You may not provide more than one reference for each core competence.
- The reference(s) 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', SSM means 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.

4.3.4 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 950 points can be obtained for your response to the award criteria.

Nr.	Award criteria for quality	Number of maximum points
1	Plan of approach	450 points
2	Quality of the project team	500 points
Total		**950 points**

In this Tender, the 'weighted price per point' method is used to determine the winner. The Tenderer who ends up with the lowest price per point has bid with the best value for money and is awarded the contract. This assignment uses a weighting of 0.9 for quality and 0.1 for price, which is further explained in the price formula in paragraph 5.3.

Important note: A minimum of 120 points must be scored for the first three parts of the criteria Plan of approach. If the total score on the first three parts is 119 or less than that means that the Tender will be excluded from further participation in the award procedure (knock-out criterium). If the Tenderer scores a knock-out for the criteria Insight or one of the criteria of the Quality of the project team, that means that the description did not meet our expectations and displays shortcomings with regard to certain aspects and the assessment team has many (5 or more) questions or doubts. Therefore the Tender will be excluded from further participation in the award procedure.

5.2 Quality criteria

5.2.1 Award criteria relating to Plan of approach

Max. no. of points available	Assessment aspects
400	The plan of approach consists of 3 parts (see section 3.1). In the Tender, these parts must be clearly distinguishable in the text. These parts will be individually assessed via the following basic criteria: a) **Complete and concrete –** The extent to which the description of the part is complete and appropriate, and all elements of a part logically fit together to achieve the research objective. And also the extent to which the description of the part is unambiguous and clear. b) **Realistic and feasible –** The extent to which it appears that the description is realistic and feasible, demonstrating that the delivery timeframe can be achieved. In addition, the entire plan of approach (parts 1-3 together) will be assessed on: c) **Insight (grip on the goal) –** 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.

	d) **Added value –** The plan of approach exceeds expectations and offers some or several added value. These assessment criteria will be used to come to the score for this item. This will done in the way as described in section 5.2.2

5.2.2 Assessment method for qualitative award criteria Plan of approach

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

Quality of the response	Maximum points available per part	Point allocation per criterion (maximum followed by other possible scores)
Part 1 activities and results	**150**	
complete and concrete		100/60/30/0
realistic and feasible		50/30/15/0
Part 2 coordination and planning	**90**	
complete and concrete		60/30/0
realistic and feasible		30/15/0
Part 3 client involvement	**60**	
complete and concrete		40/20/0
realistic and feasible		20/10/0
Total score for the 3 parts	**300**	
Insight (for all parts together)	**100**	100/70/30/0=KO
Added value	**50**	50/20/0
Total	**450**	

Explanation of point assignment

Part 1 activities and results	(complete and concrete) **100 points** = The description provides the requested information and the assessment team has no questions or doubts. **60 points** = The assessment team has some (1 or 2) questions or doubts. **30 points** = The assessment team has several (3 or 4) questions or doubts. **0 points** = The assessment team has many (5 or more) questions or doubts and the description does not provide the requested information. (realistic and feasible) **50 points** = The description provides the requested information and the assessment team has no questions or doubts. **30 points** = The assessment team has some (1 or 2) questions or doubts. **15 points** = The assessment team has several (3 or 4) questions or doubts.

	0 points = The assessment team has many (5 or more) questions or doubts and the description does not provide the requested information.
Part 2 coordination and planning	(complete and concrete) **60 points** = The description provides the requested information and the assessment team has no questions or doubts. **30 points** = The assessment team has some (1 to 3) questions or doubts. **0 point** = The assessment team has many (4 or more) questions or doubts and the description does not provide the requested information. (realistic and feasible) **30 points** = The description provides the requested information and the assessment team has no questions or doubts. **15 points** = The assessment team has some (1 to 3) questions or doubts. **0 point** = The assessment team has many (4 or more) questions or doubts and the description does not provide the requested information.
Part 3 client involvement	(complete and concrete) **40 points** = The description provides the requested information and the assessment team has no questions or doubts. **20 points** = The assessment team has some (1 to 3) questions or doubts. **0 point** = The assessment team has many (4 or more) questions or doubts and the description does not provide the requested information. (realistic and feasible) **20 points** = The description provides the requested information and the assessment team has no questions or doubts. **10 points** = The assessment team has some (1 to 2) questions or doubts. **0 point** = The assessment team has many (3 or more) questions or doubts and the description does not provide the requested information.
Insight (for all parts together)	**100 points** = The description provides the requested information and the assessment team has no questions or doubts. **70 points** = The assessment team has some (1 or 2) questions or doubts. **30 points** = The assessment team has several (3 to 4) questions or doubts. **0 points** = The assessment team has many (5 or more) questions or doubts and the description does not provide the requested information (knock out).

Added value	**50 points** = The plan of approach offers several benefits or several valuable additional proposals. **20 points** = The plan of approach offers an extra benefit or some valuable proposals. **0 points** = The plan of approach offers nothing extra.

5.2.3 Award criteria relating to the Quality of the project team

Max. no. of points available	Assessment aspects
500	The quality of the team (see section 3.1) will be assessed based on the following criteria: a) **Knowledge and experience level** – The extent to which the knowledge and experience level of the project team is sufficient for a successful completion of the assignment. b) **Quality assurance** – the extent to which the hours per team member and the task distribution are appropriate to the performance of the tasks at a satisfactorily level of quality. The most skilled member of the team must therefore have sufficient hours to ensure the quality of the assignment. c) **Continuity** – The extent to which (equivalent) backup of team members is organized in a way that the assignment will be continued and finished in time – maintaining the same level of quality - in the event of (unexpected) team member unavailability. These assessment criteria will be used to come to the score for this item. This will done in the way as described in section 5.2.4.

5.2.4 Assessment method for qualitative award criteria Quality of the project team

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

Criteria	Maximum points available	Point allocation per criterion (maximum followed by other possible scores)
Knowledge and experience level	**250**	250/175/75/0=KO
Quality assurance	**150**	150/75/0=KO
Continuity	**100**	100/50/0=KO
Total	**500**	

Explanation of point assignment

Knowledge and experience level	**250 points** = The description exceeds expectations and offers added value and the assessment team has no questions or doubts. **175 points** = The description sufficiently meets our expectations but the assessment team has some (1 or 2) questions or doubts.

	75 points = The description sufficiently meets our expectations but the assessment team has several (3-4) questions or doubts. **0 points** = The description did not meet our expectations and displays shortcomings with regard to certain aspects and the assessment team has many (5 or more) questions or doubts (knock out).
Quality assurance	**150 points** = The description exceeds expectations and offers added value and the assessment team has no questions or doubts. **75 points** = The description sufficiently meets our expectations but the assessment team has some (1-4) questions or doubts. **0 points** = The description did not meet our expectations and displays shortcomings with regard to certain aspects and the assessment team has many (5 or more) questions or doubts (knock out).
Continuity	**100 points** = The description exceeds expectations and offers added value and the assessment team has no questions or doubts. **50 points** = The description sufficiently meets our expectations but the assessment team has some (1-4) questions or doubts. **0 points** = The description did not meet our expectations and displays shortcomings with regard to certain aspects and the assessment team has many (5 or more) questions or doubts (knock out).

5.3 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 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. In this Tender, the 'weighted price per point' method is used to determine the winner. The Tenderer who ends up with the lowest price per point has bid with the best value for money and is awarded the contract. For this contract, a weighting of 0.9 is given for quality and 0.1 for price.

The maximum budget for this assignment is € 350.000,- excluding VAT. SSM considers all Tenders above the maximum budget of € 350.000,- excluding VAT to be not in line with the market and realistic and will therefore be set aside and excluded from the further procedure. The following formula is used to calculate the weighted price per point:

$$\frac{\text{Your total price}^{a}}{\text{Total score for quality criteria}^{(1-a)}} \times 1000 = \text{price per point}$$

Where: a = the assigned weighting to the price criteria (in this case 0.1).

Only the achieved 'weighted price per point' is rounded to two (2) decimal places.

Example calculation
The table below shows how the formula works as an example. In this example the Tenderers can receive a maximum of 950 points for the quality criteria.

	Tenderer A	Tenderer B	Tenderer C
Total price	€ 335.000,-	€ 299.000,-	€ 305.000,-
Total score for quality criteria	850 points	820 points	900 points
Price per point	335.000^0,1/850^0,9*1000= 8,24	299.000^0,1/820^0,9*1000= 8,42	305.000^0,1/900^0,9*1000= 7,76
Rank	**2**	**3**	**1**

In this example, Tenderer C wins the contract because it achieved the lowest price per point with a score of 7,76.

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 three adequately equipped and expert assessors. Each Tender will first be assessed individually by each assessor on the basis of the assessment criteria included in this Tender document. The assessment committee will then reach a final consensus score decision for all award criteria in a plenary session. The final assessment for all 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 Tenderer who ends up with the lowest price per point has bid with the best value for money and is awarded the contract.

The Tenderer's price per point will be rounded to two decimal place. If two or more Tenderers have an equal score that would result in the Tendering Authority having to award the Contract to more parties than one, 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 (e.g. section 4.3.2, reference assignment).

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: Mr. Sina Saber, email address: iuc.accountkgg@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 three 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 Climate Policy and Green Growth. 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 KGG

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 confidentional 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) including the CVs.	Add to TenderNed
'Prices/Rates'	Prices/rates included in the quotation. Tenderer can use his own format.	Add to TenderNed
Reference Document	Fill in the Reference Document for the 2 core competences	Fill in, legally sign and 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.

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, SSM kindly requests 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 Academic policy-oriented research contract
Annex 3: Complaints Procedure
Annex 4: ARVODI-2018
Annex 5: Reference Document