



Ministry of Climate Policy and Green
Growth

Tender Document

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

**KEM-58: Research fracture initiation and
propagation after abandonment of salt
caverns.**

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Definition of terms

Tendering authority	The Ministry of Climate Policy and Green Growth
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet, 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-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.
Contracting Authority	The State of the Netherlands, represented by the Minister of Climate Policy and Green Growth who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.

Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
KEM-Panel	The international Scientific Panel of Experts of KEM advises the Ministry of Economic Affairs and Climate Policy, which is responsible for mining policy, and the State Supervision of Mines, which is responsible for independent oversight, on the KEM programme.

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: KEM-58 fracture initiation and propagation after abandonment of salt caverns.

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 Directorate Transition of the Deep Subsurface department of the Ministry of Climate Policy and Green Growth (hereafter: KGG). IUC-EZ will act as process manager during this tendering process.

Directorate Transition of the Deep Subsurface (TDO)

The Transition of the Deep Subsurface Directorate has been tasked with providing a completion and reconstruction plan for future use of the deep subsurface in the context of the energy transition. The phasing out and construction plans and the agreements are translated into legislation and regulations and a transparent and efficient permit granting process. It is important that the activities relating to security of supply and energy transition in the deep subsurface are appropriate within the future energy system. As such, it has a vested interest in expanding the knowledge around the effects of mining to ensure a safe and responsible transition.

1.2 Reason for this invitation to tender

KEM-17¹ (Over-pressured salt solution mining caverns and possible leakage mechanisms) which contributes to the research into the long-term risks of closing salt caverns, concluded that more knowledge is needed to assess and manage risks related to the abandonment of large, deep salt caverns in the Northern Netherlands. Recent Cavern Closure Consortium (CCC) reports (2024², 2025³) modeled the effects of permeation and hydraulic fracturing during abandonment. While the likelihood of large fractures is considered very low, small-scale hydraulic fracturing cannot be ruled out and poses potential environmental risks.

CCC (2025) found that fractures might occur within 15 meters of the cavern wall, but further propagation is highly unlikely, especially in the long term. Unlike gas fields, which commonly use fracture mechanics modeling, salt formations behave differently. Spiers (2024⁴, 2025⁵) emphasized the need for specialized fracture mechanics models for salt, and this project marks a first step toward developing that capability.

1 KEM-17 Over-pressured salt solution mining caverns and possible leakage mechanisms: review and modelling on pore, cavern and salt dome scales

2 CCC (2024), Abandonment of solution mining cavern field Zuidwending, The Netherlands (<https://cavernclosure.com/portfolio/>)

3 -\Cavern Closure Consortium – CCC (2025), Abandonment of solution mining cavern field Zuidwending, The Netherlands. Statement on hydraulic fracturing risk (https://cavernclosure.com/wp-content/uploads/2025/03/250218_CCC_Zuidwending_Statement.pdf)

4 C. Spiers (2024). A brief review of the report on "Abandonment of solution mining cavern field Zuidwending, The Netherlands" by the Cavern Closure Consortium (https://cavernclosure.com/wp-content/uploads/2025/03/CCC_ZW5.1_Final_Report_ver.240411.pdf)

5 C. Spiers (2025). A brief review of the reports entitled "Abandonment of solution mining cavern field Zuidwending, the Netherlands. Statement on hydraulic fracturing risk" by the Cavern Closure Consortium

1.3 Time schedule

The schedule below applies to this tendering process.

29 th of September 2025	Issuing of publication, start of tendering period.
13 th of October 2025 at 12:00 p.m.	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
27 th of October 2025	Issuing of Memorandum of Information, see 1.7.3.
10 th of November 2025 at 12:00 C.E.T.	Deadline for the receipt of Tenders and opening of Tenders by the Tendering Authority.
From 10 th of November till the 14 th of December 2025	Assessment of Tenders.
15 th of December 2025	Announcement of the award of the Contract.
12 th of January 2026	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
12 th of January 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
19 th of January 2026	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

The objective of this research is to investigate the development and growth of fractures during the abandonment of salt caverns.

In KEM-17 it was concluded that enhanced knowledge is needed for assessing and managing the risks after abandonment of relatively large and deep caverns in Northern Netherlands. Both permeation as well as hydraulic fracturing can play a role during the abandonment of these large salt caverns.

In the recent reports of the CCC (2024, 2025) abandoning of salt caverns was modelled including permeation and hydraulic fracturing. Even though the likelihood of the formation of fractures during abandonment of salt caverns is thought to be small, it cannot be ruled out. A runaway fracture leading to leakage of brine above the salt rock is a potential risk to the environment. As such a need arises to develop coupled codes to assess the formation of hydraulic fracturing, with or without a permeation/micro-fracturing/dilatancy processes, the potential growth of a hydraulic fracture and the cessation/healing of a hydraulic fracture.

In CCC (2025) the formation of hydraulic fractures was studied in more detail concluding that after abandonment small-scale hydraulic fracturing could occur. However the propagation of hydraulic fractures beyond 15 meters remained highly unlikely. In the long term the likelihood of a hydraulic fracture diminishes further. While hydraulic fractures cannot be completely ruled out, the possibility of a large subvertical fracture propagating beyond 15 meters from the cavern wall, according to this study, is extremely low.

For gas production hydraulic fractures are used to enhance gas production at certain stages. General fracture mechanics modelling for gas fields is therefore commonly used. In these analysis both the fracture initiation as well as the fracture propagation are modelled (e.g. Carter 2000⁶). The medium modelled however is a gas field which has very different characteristics compared to salt.

In Spiers (2024, 2025) the CCC work was reviewed concluding that additional fracture mechanics modelling capability in salt formations is desirable to test the presented conclusions. This project will be a first step to building fracture mechanics modelling capability in salt.

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.

2.2 Lots

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

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 21 months including finalizing the project within the KEM-panel for evaluation and approval. The assignment will commence upon final award of the contract.

⁶ Carter, B. J., Desroches, J., Ingraffea, A. R., & Wawrzynek, P. A. (2000). Simulating fully 3D hydraulic fracturing. *Modeling in geomechanics*, 200, 525-557. Cavern Closure Consortium

2.4 Contract value

The Tendering Authority has estimated a total contract value of € 550.000,- (exclusive of 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. Chapter 5 outlines what these components must comply with. See Appendix 4. Checklist providing a complete overview of the requirements for submitting the Tender.

3.2 Requirements relating to the research questions

The objective of this research is to investigate the development and growth of fractures during the abandonment of salt caverns. The project will comprise the following main activities:

- A. Combining numerical modelling of salt cavern abandonment with knowledge on fracture mechanics to get more insight into fracture mechanics in salt during salt cavern abandonment;
- B. A sensitivity analysis on the initiation and growth of hydraulic fractures in salt;
- C. An analysis on the role of hydraulic fracturing and permeation in salt domes after salt cavern abandonment;
- D. An analysis on the effect of healing in salt;
- E. Reporting.

Based on the above activities the following research questions will be addressed.

On the initiation of the hydraulic fracture: How can a hydraulic fracture initiate during salt cavern abandonment?

- A. What conditions initiate the fracture?
- B. Does permeation/micro-fracturing/dilatancy play a role in the formation of a hydraulic fracture?
- C. What other mechanics play a role in the initiation of a hydraulic fracture?
- D. How does the hydro-mechanical stress state and material properties contribute?

On the propagation of the hydraulic fracture in salt: Under what conditions can a hydraulic fracture in salt propagate?

- E. What mechanisms play a role in the propagation of the hydraulic fracture?
- F. What factors limit or accelerate growth?
- G. What factors influence whether it is easier to propagate an existing fracture or to initiate a new one?
- H. How do propagating fractures interact with existing fractures/permeation/weak zones?

On healing of fractures: Does a hydraulic fracture which has been closed form a permanent weak zone where other fractures may form?

- I. Does healing play a role?
- J. On what time scales does a hydraulic fracture in salt heal?

3.3 Requirements relating to deliverables

A draft report will be delivered for initial approval, after which a final report shall be delivered. A final written report (in English) with a management summary preferably in Dutch. The report must include descriptions of the assumptions and models used, with a level of detail that ensures reproducibility of the results. The findings shall be reported in a final presentation to the KEM panel, as well as presentation on a related congress like DeepNL Symposium or the Dutch Earth scientific congress (NWO NAC). The KEM panel will review the quality of the deliverables and if all questions have been answered with sufficiently substantiated.

3.4 Requirements to the project team

The offered project team members are available during the agreement. If a team member is unavailable for reasons beyond the control of the Contractor, the Contractor will offer a replacement team member of at least the same quality for a maximum of the same rate.

The Contracting authority reserves the right to request a replacement team member. The Client will not make such a request on reasonable grounds.

3.5 Requirements relating to the execution period

- 3.5.1 There is a maximum of 18 months for execution of the project. This is excluding the 3 months finalizing the project within the KEM for evaluation and approval.
- 3.5.2 The Contractor will report the Contracting Authority at least every 3 months by e-mail about the progress of the assignment.
- 3.5.3 The Contracting Authority anticipates at least the following consultation moments:
 - Kick-off meeting at the start of the assignment.
 - Consultation with 2 KEM panel experts and the research question owner of KGG every 3 months.
 - Progress presentation every 6 months to the full KEM panel.
 - Meeting to discuss final results.
- 3.5.4 In the context of Social Return On Investment (SROI), the Contractor has to provide a minimum of 2% 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](#).

3.6 Requirements to the end result

- 3.6.1 A final written report (in English) with a management summary preferably in Dutch. The report must include descriptions of the assumptions and models used, with a level of detail that ensures reproducibility of the results. The final report must be submitted digitally (pdf format).
- 3.6.2 The quality of the final report should be suitable for peer-reviewed publication.
- 3.6.3 Because of the publication of the report on a website of the TDO 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: [Toegankelijkheidsverklaring - Digitale Overheid](#).

3.7 Requirements relating to the prices/rates

- 3.7.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment. The Tenderer can use its own format. The format must at least include the following information:
- The number of hours per phase per consultant;
 - The total number of hours for the execution of the assignment;
 - The hourly rate (excluding VAT) per consultant;
 - The total price (excluding VAT) for the execution of the assignment.
- 3.7.2 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overhead costs (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.
- 3.7.3 The total price for execution of the assignment is not higher than € 550.000,- excluding VAT.
- 3.7.4 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.
- 3.7.5 The Tenderer will not submit any zero or negative prices/rates.

3.8 Tax-related requirements

- 3.8.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities. Tenderer 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.
- 3.8.2 The Tenderer 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.
- 3.8.3 If the Tenderer 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.
- 3.8.4 Tenderer is liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are 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.
- 3.8.5 Tenderer can guarantee 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.
- 3.8.6 You indemnify 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

- 3.8.7 If Tenderer believes that the work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.9 Invoicing requirements

- 3.9.1 Tenderer must include a summary of the actual hours worked in accordance with the applicable rates.
- 3.9.2 Invoicing may take place upon acceptance by the client. Invoicing is only permitted after the client has approved the status report.
- 3.9.3 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

E-invoicing does not apply to companies located outside of the Netherlands.

- 3.9.4 The following amounts may be invoiced:

E-invoicing Mandatory

Invoicing may take place upon acceptance by the client. Invoicing is only permitted after the client has approved the status report. The following amounts may be invoiced:

- **First quarter** (3 months after the commencement of the assignment): the Contractor may invoice an amount up to a maximum of 15% of the submitted price excluding VAT after approving an status report (which includes a summary of the progress of the research).
- **Second quarter** (6 months after the commencement of the assignment): the Contractor may invoice an amount up to a maximum of 15% of the submitted price excluding VAT after approving an status report (which includes a summary of the progress of the research).
- **Third quarter** (9 months after the commencement of the assignment): the Contractor may invoice an amount up to a maximum of 15% of the submitted price excluding VAT after approving an status report (which includes a summary of the progress of the research).
- **Fourth quarter** (12 months after the commencement of the assignment): the Contractor may invoice an amount up to a maximum of 15% of the submitted price excluding VAT after approving an status report (which includes a summary of the progress of the research).
- **Fifth quarter** (15 months after the commencement of the assignment): the Contractor may invoice an amount up to a maximum of 15% of the submitted price excluding VAT after approving an status report (which includes a summary of the progress of the research).
- **Sixth quarter** (18 months after the commencement of the assignment): the Contractor may invoice an amount up to a maximum of 10% of the submitted price excluding VAT after delivery of the final report.
- **Seventh quarter** (21 months after the commencement of the assignment): the Contractor may invoice an amount up to a maximum of 15% of the submitted price excluding VAT after KEM panel evaluation.

You will be reimbursed up to, but not exceeding, the above maximum amount per quarter.

3.10 Applicable terms and conditions

The contract to be awarded is subject to the General Government Terms and Conditions for Public Service Contracts (Algemene Rijksvoorwaarden voor het verstrekken van opdrachten tot het verrichten van diensten, ARVODI), version 2025. For this purpose, a research agreement will be prepared.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

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

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.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months, see §4.4)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

Please refer to [eCertis](#)

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

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

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer 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.
- c. 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.
- d. 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 (at least 3 years) in salt behaviour, salt mechanics and fracture modelling
- Geomechanical expertise (at least 3 years), 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 for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question. Such reference assignments should at least, and in some detail, show how the core competence of the Tenderer has been used to fulfil the assignment.
- The reference assignment must have been executed or completed within the three years prior

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to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignment must be at least € 150.000,- excl. VAT. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the research specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

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

Evidence submit by the Tendering Authority:

You may not provide more than one reference for each core competence. If a single reference testifies to both core competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The reference(s) must be signed by the referee (the client in question).

The references must also demonstrate that they have a value of at least € 150.000,- excl. VAT.

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

4.3.3 Quality assurance (technical qualifications)

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

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

Or:

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

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

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

Compliance with these quality-control requirements can be demonstrated by means of:

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

Or:

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

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

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

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

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

4.5 Declaration regarding the absence of Russian involvement

By submitting a tender, the Tenderer is required to sign Annex 7 in order to declare that there is no Russian involvement to the extent that it would constitute a violation of Regulation 2022/576 of 8 April 2022.

Please note that there is no English version available. It is the Tenderer's responsibility to ensure that he understands this document to its full extent, as the Tenderer is required to sign the original Dutch Annex version. And amended, translates version is not accepted.

KEM-58: fracture initiation and propagation after abandonment of salt caverns.

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 1000 points can be obtained for your response to the award criteria.

Award criteria	Max. points
Award criteria 1: Award criteria relating to the plan of approach	500
<ul style="list-style-type: none"> - The extent to which it appears that the Tenderer has insight into the purpose of the research and to which the working method and resources to be used make a convincing contribution to the purpose of the research contract. - The extent to which the methods contribute to the purpose of the assignment. - The extent to which the description of activities in the research proposal are complete, clear and relevant. - The extent to which the Tenderer identifies realistic risks and takes appropriate measures to prevent or mitigate the risks. - The extent to which it appears that the planning is complete and realistic. 	
Awards criteria 2: Award criteria relating to the project team	400
<ul style="list-style-type: none"> - The extent to which the knowledge and experience level of the project team is sufficient for successful completion of the assignment. - The extent to which the team composition is sufficient for successful execution of the assignment. 	
Award criteria 3: Award criteria relating to the price	100
<ul style="list-style-type: none"> - When quoting your price (excluding and including VAT), you should take into account the fact that we have established a bandwidth in which your price must fit. 	

5.2 Award criteria relating to quality

5.2.1 Award criterion relating to plan of approach

The plan of approach and time schedule will be assessed based on the following aspects:

- Description of the process to be followed, including a detailed description of the different steps within the project and an indication of the work being carried out;
- The timeline of the Proposal, including the description of the process to be followed and the delivery date(s) of your findings. A step-by-step description of how to arrive at the final research to be delivered;
- Explanation of the research method used, with reasons why, according to the tenderer, these methods are most suitable, taking into account the stated delivery date and the results to be delivered by using a time schedule;
- The potential risks and associated mitigation measures that can be addressed during implementation;
- Description of the risks you see related to the planning and how you will manage them.

Max. no. of points available	Assessment aspects
550 points	<ul style="list-style-type: none"> - The extent to which it appears that the tenderer has insight into the purpose of the research and to which the working method and resources to be used make a convincing contribution to the purpose of the research contract. - The extent to which the methods contribute to the purpose of the assignment. - The extent to which the description of activities in the research Proposal are complete, clear and relevant. - The extent to which the tenderer identifies realistic risks and takes appropriate measures to prevent or mitigate the risks. - The extent to which it appears that the planning is complete and realistic.

5.2.2 Award criterion relating to project team

You add an account of the employee(s) to your Proposal. You are therefore requested to include the following in the Proposal:

The names (pseudonymised) and positions of the employee(s) who will carry out the work, indicating the subsections:

- Relevant education, courses and training;
- Relevant work experience with indication of purpose, activities and results;
- A brief cv of the employee(s) to be deployed, with relevant previous experiences, projects and publications;
- The intended role/ division of tasks of the employee(s) in question, including the commitment in hours, of the relevant employee on this assignment, and why you think this is the right person for the execution of the assignment.

Max. no. of points available	Assessment aspects
400 points	<ul style="list-style-type: none"> - The extent to which the knowledge and experience level of the project team is sufficient for successful completion of the assignment. - The extent to which the team composition is sufficient for successful execution of the assignment.

5.3 Award criterion relating to prices

You give the fixed total price (excluding and including VAT) for the execution of the assignment. You must take into account the requirements set out in this regard in Paragraph 3.7.

When quoting your price (excluding and including VAT), you should take into account the fact that we have established a bandwidth in which your price must fit. This bandwidth can be found below.

Lowest possible total price	€ 475.000.- excluding VAT
Highest possible total price	€ 550.000.- excluding VAT
Bandwidth	€ 75.000.- excluding VAT

The basis for the number of points to be obtained on this criterion is the total price offered (the final score is rounded to two decimal places). The lowest possible total price receives 50 points, the highest possible total price receives 0 points. The score in between is calculated by linear interpolation. Total prices that not fit within the bandwidth are not eligible for award of the research contract.

The formula is as follows: ((highest possible total price € 550.000.- excluding VAT – your offered total price) / total bandwidth € 75.000.- excluding VAT) x the maximum number of points that can be achieved (100).

This implies that:

- With a total price of € 550,000.- excluding VAT you receive 0 points.
- With a total price of € 475,000.- excluding VAT you receive 100 points.

Example calculation:

Suppose your total price is € 500,000.- excluding VAT, the calculation will look as follows:

$$((550000 - 500000) / 75000) \times 100 = 66,67$$

This gives you a score of 33,33 points on the price award criterion.



Figure 1: Ratio Points/Price

5.4 Assessment method for qualitative award criteria

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

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The tender offers a relevant, appropriate, and highly satisfactory response to the Contracting Authority’s requirements. It includes one or more substantive extras that go beyond expectations, providing substantial added value.	100%
Very Good: The tender provides a relevant, appropriate, and satisfactory response to the requirements set by the Contracting Authority. All requested components are adequately addressed in the submission and are clearly explained with concrete and relevant substantiation.	80%
Good: The tender addresses the requested aspects in a relevant and appropriate manner in relation to the assignment and the	60%

requirements of the Contracting Authority. The tender meets the minimum expectations, and the requested components are included in the submission.	
Fair: The tender only partially and substantively limitedly responds to the question. The response shows a moderate alignment with the requirements of the Contracting Authority.	40% = Excluded.
Poor: The tender provides little substantive response to the question. The response insufficiently aligns with the requirements of the Contracting Authority. The tender does not meet the minimum expectations and fails to comply.	20% = Excluded.
No The tender does not provide any response to the question and is neither substantively relevant nor appropriate to the requirements.	0% = Excluded.

If the Tenderer scores moderate Fair (40%), Poor (20%), or fails to respond (0%) on any of the qualitative sub criteria, this implies that:

- The Tenderer will not be awarded a weighted price per point score;
- The Tenderer will not be considered for the award;
- The Tenderer will not be included in the (final) ranking.

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 7.3.15);
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.

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to two decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for award criterion 1: award criteria relating to the plan of approach. If bidders also score equally on this criterion, the score on award criterion 2: award criteria relating to the project team will be decisive. If the scores remain equal on this final criterion, the contract will be awarded by means of a draw (lottery).

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 20 (twenty) 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(s) of Information and declares that he will continue to comply therewith throughout the entirety of the contract period and that Tenderer agrees to the statement in Annex 1, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

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

Attn. Janine Nijp and Sanne Keur, 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.

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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 one way:

- By means of the TenderNed 'Questions and Answers' facility.

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

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and

employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

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

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

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the ministry of 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 EZ](#).

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex 6.

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31

(0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

You can use 'Checklist Tenderer during the submission of your quotation' (Annex 4).

7.3.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

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

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

Please note: it is not possible to sign the European Single Procurement Document (ESPD) 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.

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you

must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.

- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 Single Tender

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

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

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

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

7.3.21 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract, see annex 3.

7.3.22 Contract conditions

The draft Research Contract and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose 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.

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

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

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

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

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

Interest in relation to the judgement

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

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: Draft Research Contract

Annex 3: ARVODI-2025

Annex 4: Checklist Tenderer

Annex 5: Declaration References

Annex 6: Complaints Procedure

Annex 7: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)