

Annex F: Rules of the tendering procedure

1. The Contracting Authority is not obliged to award the Contract and may, until the Agreement has been concluded, decide to refrain from doing so, without stating reasons.
2. As a rule, no costs incurred by Tenderers in relation to this procedure will be reimbursed by the Contracting Authority, including if the Contract is not awarded. The Contracting Authority fully intends to complete the procedure. However, should circumstances arise that lead to the decision to suspend or terminate the tender process in whole or in part, temporarily or permanently, and/or not to make a definitive award / not to enter into the Agreement, the Tenderer concerned will in principle not be entitled to any compensation whatsoever.
3. This tender procedure is governed exclusively by Dutch law. Any dispute between the parties involved in the tender, including a dispute regarded as such by only one of them—shall be submitted exclusively to the competent court in the district where the Contracting Authority has its registered office.
4. The Tenderer may use the information provided by the Contracting Authority in connection with this tender only for the purpose for which it has been provided: participation in this tender.
5. The Tenderer must treat the information provided by the Contracting Authority as confidential and shall impose this obligation on any engaged auxiliaries, Third Parties and Subcontractors.
6. Publicity relating to this tender by or on behalf of the Tenderer is permitted only with the prior written consent of the Contracting Authority.
7. The Tenderer is not permitted to contact persons within the Contracting Authority's organisation in relation to this procedure, other than the contact point described in the tender documents, unless it concerns obtaining reference contracts to be used by the Tenderer to demonstrate suitability for the Contract now being tendered.
8. Any non-writing communications, commitments or arrangements are not permitted within the context of this tender and have no legal effect.
10. The tender documents have been prepared with due care. Should a Tenderer nevertheless encounter contradictions and/or imperfections in the broadest sense, these must be reported as soon as possible and no later than the last moment scheduled in the timetable for asking questions. If this is not done, the right to complain and the right to take action will expire (rechtsverwerking), unless the information to which such contradictions and/or imperfections relate was not part of the tender documents or otherwise available. If, after publication of a Clarification, a Tenderer still believes that contradictions and/or imperfections exist, the Tenderer must, on pain of lapse of rights (rechtsverwerking), do so as soon as possible—preferably before submitting its Tender—by instituting preliminary

relief proceedings (kort geding) against the Contracting Authority by serving a writ of summons and sending a copy to the contact point for this tender.

11. Complaints regarding this tender must first be raised by Tenderers by timely submitting questions. If the complaint is not adequately addressed in a Clarification. For the complaint's procedure, the Contracting Authority refers to ea@pro10.nl. Filing a complaint does not automatically suspend the tender; this is at the discretion of the Contracting Authority. Filing a complaint does not affect the provisions under clause 10 regarding lapse of rights.

12. If the Tender contains ambiguities or remediable defects, the Contracting Authority may request the Tenderer to provide clarification or remedy, respectively. In the event of a remediable defect in the ESPD (UEA) or with respect to the Verification Documents, the Contracting Authority will, in principle, grant the relevant Tenderer a period of three working days, counting from the day the request is sent, to remedy the defect. If the Contracting Authority has not received the information requested within the set period or if the defect has not been remedied by the response, the Tenderer will not be eligible for further participation in the procedure.

13. Any clarification or remedy must be provided in writing and will form an integral part of the Tender. The clarification or supplement may not result in a genuinely new Tender; it may only be a simple clarification or the correction of an obvious material error. In the case of supplementing data, such data must objectively predate the end of the Tender submission period.

14. If the Tenderer mistakenly refers in its Tender to other general terms and conditions, this will be regarded as a remediable error. The Tenderer will then be asked to confirm that the Tender is unconditional, which means that the general terms and conditions of the Contractor or any other general terms and conditions will not apply to the Agreement. If no confirmation is provided, the Tender will be set aside.

15. The Contracting Authority reserves the right to verify, without seeking permission, the accuracy of all data provided by the Tenderer and to contact the stated referees.

16. If an abnormally low tender is suspected, the Contracting Authority may request clarification. This concerns a situation in which the Contracting Authority suspects that the Contract is not feasible at the offered prices or that the prices otherwise appear unrealistic. If a Tenderer is asked to provide such a clarification, the Contracting Authority will also specify a deadline. The Tenderer must provide the clarification within this deadline. The Contracting Authority may request the Tenderer to provide an oral explanation. Minutes may be drawn up of such a meeting. If, in light of the written clarification and any oral explanation, the Contracting Authority is of the opinion that the Tender is not feasible or is unrealistic, it may reject the Tender pursuant to Article 2:116 of the Dutch Public Procurement Act 2012 (Aanbestedingswet 2012). This is a right and not an obligation of the

Contracting Authority. Other Tenderers cannot derive any rights from this right of the Contracting Authority.

18. If the Specifications refer to a particular make, origin, special method, reference to a brand, patent, type, origin or production in connection with technical specifications, this is only intended as an example. In such cases, the Tenderer must read the statement or reference with the addition of the words “or equivalent”, if this is not mentioned.