



Ministry of Climate Policy and Green
Growth

Tender Document

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

**KEM-54 Interactions between salt storage
caverns**

Publication date:	14-07-2025
Reference:	202505058

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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 Directorate Deep Subsoil Transition department of the State Secretary of Climate and Green Growth 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 2025 (ARVODI-20125) <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
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 (<i>Aanbestedingswet 2012</i>)
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	Directorate Transition Deep Subsurface 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: KEM-54 Interactions between salt storage 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 Deep Subsoil Transition department of the Ministry of Climate Policy and Green Growth. IUC-EZ will act as process manager during this tendering process.

Directorate Deep Subsoil Transition (TDO)

The Deep Subsoil Transition 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

TDO requires to improve the understanding of stability of a cluster of caverns with various operations, like leaching and storage.

In the future there may be salt domes with multiple storage caverns. This could include hydrogen storage operations, compressed air storage, or caverns due to the production of salt, which have their own operation parameters

It is therefore imperative that knowledge of stability and cavern interactions with different operations need to be understood well.

1.3 Time schedule

The schedule below applies to this tendering process. Due to the holiday period, the planning is generous.

July 14 th 2025	Issuing of publication, start of tendering period.
August 4 th 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 Contract (including the general terms and conditions).
August 18 th 2025	Issuing of Memorandum of Information
September 9 th 12:00	Deadline for the receipt of Tenders and opening of Tenders by the Tendering Authority.
September 9 th 2025 up to and including October 9 th 2025	Assessment of Tenders.
October 9 th 2025	Announcement of the award of the Contract.
October 29 th 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.

November 5 th 2025	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
November 12 th 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.

2. Description of assignment

2.1 Description and objective of the assignment

The Dutch Minister of Economic Affairs has initiated a public Knowledge Programme on Effects of Mining. This knowledge programme, called KEM, addresses the recommendations of the Dutch Research Council for Safety (OVV) and aims at enhancing the understanding of hazard and risk of mining activities in The Netherlands.

The objectives of the KEM are to:

- accelerate and increase the necessary knowledge development concerning the possible effects and risks of mining activities,
- intensify the multidisciplinary collaboration necessary between national and international research centers and universities,
- develop independent, publicly available, validated and authoritative knowledge and tools on assessing mining effect and risks.

The research in KEM-54 is aimed at interactions between salt storage caverns. The objective of this research is to investigate the stability of a cluster of caverns that could be leached asynchronously as well as be converted into storage caverns asynchronously. In the future there may be salt domes with multiple storage caverns. Gas storage salt caverns may be operated next to hydrogen storage caverns, or compressed air storage caverns or salt production caverns. All of these have their own operational envelopes and pressures. In order to assess the safety of making and operating these different caverns next to each other more knowledge about possible interactions and the stability of cavern clusters is needed.

In KEM-28 a risk assessment was performed for hydrogen storage in a conglomerate of salt caverns in a salt dome. The sensitivity study clearly indicated favourable over unfavourable configurations of salt caverns for hydrogen storage. Additionally, KEM-28 concluded that there is a need to further research into the analysis of the stability of a cluster of caverns that could be leached asynchronously as well as converted into storage caverns asynchronously with different storage cycles. These can all be factors that influence the stability of a cavern field. As the behaviour of multiple caverns is governed closely by site specific information it is proposed to use salt characteristics of the Zuidwending salt dome in the north of the Netherlands. More information can be found at KEM-28 (www.KEMprogramma.nl).

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 15 months including 3 months for finalizing the project within the KEM for evaluation and approval.

2.4 Contract value

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. Chapter 5 outlines what these components must comply with

3.2 Requirements relating to the research questions

The Contractor will observe the principles laid down in the ALLEA code of conduct.

The overarching research question is: 'How do different storage and production activities within a salt dome interact with each other and affect the structural and containment integrity of the salt caverns over time?'

Using the salt characteristics of the Zuidwending salt dome, a layout of two caverns will be modelled in 3D to address this question. The two caverns vary in size and use:

- One is a gas storage cavern, the other also a gas storage cavern
- One is a production cavern, the other a gas storage cavern
- One is a gas storage cavern, the other a hydrogen storage cavern

It is assumed that the gas caverns are operated with a seasonal cycle, the hydrogen caverns are operated at a smaller demand cycle (one per 3 months, one per month and one per week) where the cycles do not need to be fully empty/full but are determined by more realistic demand figures. The project will include activities to answer the following sub-questions.

What kind of interactions are visible?

- How does the state of stress develop between the caverns?
- What failure criteria may occur?
- Is there leakage of the stored material?
- Does pressure equalization occur?
- Is there additional permeation in the salt pillars?

What is the influence of:

- Pressure solution creep
- Threshold for pressure solution creep
- Thickness of the salt pillars between the caverns
- Dimensions of the salt caverns
- Extraction velocity (for salt production and storage caverns)
- Injection velocity (for storage caverns)
- Salt internal structure

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

1. How does the operation of different storage and production activities within one salt dome affect the structural and containment integrity of the salt dome and caverns?
2. What is the influence of [a, b, or c] on the stability of the salt dome?
 - a. Geometrical setup of the caverns

- b. Salt internal structure
 - c. Extraction and injection velocity
3. What is the probability that stored products in salt caverns may leak into other caverns?

3.3 Requirements relating to the deliverables

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.

3.4 Requirements relating 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

There is a maximum of 15 months for execution of the project.

- 3.5.1 The Contractor will report the Contracting Authority at least monthly by e-mail about the progress of the assignment.
- 3.5.2 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 2 to 3 months.
 - Progress presentation every 6 months to the full KEM panel.
 - Meeting to discuss final results.
- 3.5.3 In the context of Social Return On Investment (SROI), the Contractor has to provide a minimum of 5% 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 relating 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 € 350.000,- 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.
- 3.7.6 The Tenderer will provide a budget with fixed hourly rates, specified according to the various duties.

3.8 Tax-related requirements

- 3.8.1 The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 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.
- 3.8.5 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.
- 3.8.6 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.
- 3.8.7 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.

3.9 Invoicing requirements

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

3.9.2 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 a Tenderer is suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

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

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

4.2 Exclusion Grounds

You can find the European Single Procurement Document within the invitation to tender in TenderNed. In this document, you will find the following Exclusion Grounds:

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

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it. The winning tender must deliver the documents within 7 days after the announcement of the award of the Contract.

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)

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 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 salt behaviour, salt mechanics and fracture modelling.
- 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 for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be similar 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 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 listed with a contact person.

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.

4.3.2 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 7.3.17: 'Submission of a Tender in collaboration with other organisations'.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority). The winning tender must deliver the documents within 7 days after the announcement of the award of the Contract.

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 Declaration regarding the absence of Russian involvement

By submitting a tender, the Tenderer is required to sign Annex 6 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.

4.5 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

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

The Assignment is awarded to the Tenderers with the economically most advantageous tender based on the beste price-quality ratio.

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 quality award criteria.

Nr.	Award criteria for quality	Number of maximum points
1	Plan of approach	600 points
2	Quality of the project team	400 points
Total		1000 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 (score 0) 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

In the plan of approach you will describe the following parts:

- a) **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).
- b) **Coordination and planning** - Description of the plan to coordinate these activities (in your team) in order to achieve the intermediate and final products.
 - o 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.
 - o Description of the risks that you see with regard to the planning and how you will manage it.
- c) **Client involvement** - Description in what way and with what frequency you involve the client in the investigation.

Max. no. of points available	Assessment aspects
600	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
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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. at least 120 point must be scored on part 1, 2 and 3 otherwise the tender will be discarded (Knock-out).

Quality of the response	Maximum points available per part	Point allocation per criterion (maximum followed by other possible scores)	Knock-out
Part 1 activities and results	200		
complete and concrete		120/80/40/0	
realistic and feasible		80/40/20/0	
Part 2 coordination and planning	100		
complete and concrete		60/30/0	
realistic and feasible		40/20/0	
Part 3 client involvement	80		
complete and concrete		50/25/0	
realistic and feasible		30/15/0	
Total score for the 3 parts	380		< 120
Insight (for all parts together)	120	120/80/40/0=KO	< 40
Added value	100	100/50/0	
Total	600		

Explanation of point assignment

Part 1 activities and results	(complete and concrete) 120 points = The description provides the requested information and the assessment team has no questions or doubts. 80 points = The assessment team has some (1 or 2) questions or doubts.
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	40 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) 80 points = The description provides the requested information and the assessment team has no questions or doubts. 40 points = The assessment team has some (1 or 2) questions or doubts. 20 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) 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 points = 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) 50 points = The description provides the requested information and the assessment team has no questions or doubts. 25 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 2) questions or doubts. 0 points = 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)	120 points = The description provides the requested information and the assessment team has no questions or doubts. 80 points = The assessment team has some (1 or 2) questions or doubts. 40 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 (<u>knock out</u>).
Added value	100 points = The plan of approach offers several benefits or several valuable additional proposals. 50 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

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 are used to answer the research questions and also explain that these knowledge and experience are sufficient to achieve the desired results.

The knowledge and experience present in the team is substantiated in the Tender 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:

- first name, functions and affiliation;
- relevant education, courses and training;
- relevant (project) work experience with indication of purpose, activities and results;
- CVs should not be traceable to the individual because of privacy laws.

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 (the hours most correspond to the hours in the price sheet), 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.

Max. no. of points available	Assessment aspects
400	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 Tenderer had substantiates that 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 and the transfer of knowledge 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.
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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)	Knock-out
Knowledge and experience level	200	200/120/60/0=KO	< 60
Quality assurance	120	120/60/0=KO	< 60
Continuity	80	80/40/0=KO	< 40
Total	400		

Explanation of point assignment

Knowledge and experience level	200 points = The description exceeds expectations and offers added value and the assessment team has no questions or doubts. 120 points = The description sufficiently meets our expectations but the assessment team has some (1 or 2) questions or doubts. 60 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 (<u>knock out</u>).
Quality assurance	120 points = The description exceeds expectations and offers added value and the assessment team has no questions or doubts. 60 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 (<u>knock out</u>).
Continuity	80 points = The description exceeds expectations and offers added value and the assessment team has no questions or doubts.

	40 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 (<u>knock out</u>).
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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. Contracting Authority considers all Tenders above the maximum budget of € 350.000,- excluding VAT to be not in line with the market 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 1000 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	$335.000^{0,1}/850^{0,9} \times 1000 = 8,24$	$299.000^{0,1}/820^{0,9} \times 1000 = 8,42$	$305.000^{0,1}/900^{0,9} \times 1000 = 7,76$
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 7.3.15);
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 requirements concerning to the tender

Subsequently, the Tender's compliance with the requirements to the tender (see Section 4) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.4 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 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.

6.5 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 lowest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to two decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the quality award criteria, 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.

6.6 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.

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. 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: Ms. Ilse Atema, 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 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 KGG](#)

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.

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 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	Add to TenderNed
Reference Document	Fill in the Reference Document for the 2 core competences	Fill in, legally sign and add to TenderNed
Annex 6	Verklaring ingevolge EU Verordening 2022/576 van 8 april 2022	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.

7.3.16 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 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 Dutch OR English.

The Tender must be submitted in English.

During the fulfilment of the contract, communication must be conducted in Dutch or 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 (ARVODI-2025) apply to the Contract.

7.3.22 Contract conditions

The draft Contract, and the corresponding General Government Terms and Conditions (ARVODI-2025) 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 Contract

Annex 3: Complaints Procedure

Annex 4: ARVODI-2025

Annex 5: Reference Document

Annex 6: Verklaring ingevolge EU Verordening 2022/576 van 8 april 2022