



Ministry of Climate Policy and Green
Growth

Tender Document

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

**KEM-59: Monitoring of post-abandonment
behaviour of large salt caverns**

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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 Transition of the Deep Subsurface, 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 (<i>ARVODI-2025: 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.
KEM	Knowledge program on the Effects of Mining
KEM panel	The international Scientific Panel of Experts of KEM advises the Ministry of Climate Policy and Green Growth, which is responsible for mining policy, and the State Supervision of Mines, which is responsible for independent oversight, on the KEM programme.
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 achieves the highest definitive total score based on the best price-quality ratio.
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 entrepreneur or entrepreneurs 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.
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-59: Monitoring of post-abandonment behaviour of large salt caverns

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

1.1 Contracting 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 (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

The goal of KEM-59 project is aimed at understanding more about the monitoring of post-abandonment behaviour of large salt caverns and for better insight into monitoring strategies for the abandonment of salt caverns.

1.3 Time schedule

The schedule below applies to this tendering process.

15 th January 2026	Issuing of publication, start of Tendering period.
4 th February 2026, 10.00 AM CET	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Academic policy-oriented research contract.
18 th February 2026	Issuing of Memorandum of Information.
2 nd March 2026, 10.00 AM CET	Deadline for the receipt of Tenders and opening of Tenders by the Contracting Authority.
From 2 nd March till the 19 th of March 2026	Assessment of Tenders.
20 th March 2026	Announcement of the award of the Contract.
31 st March 2026	Deadline for the winning Tenderer to provide the evidence requested by the Contracting Authority.
10 th April 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.
13 th April 2026	Starting date of Contract.

If – in the opinion of the Contracting Authority – circumstances provide cause to do so, the Contracting 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 goal of the assignment is to identify monitoring techniques that will contribute to a better understanding of salt cavern behaviour and will produce suitable data for validating and improving numerical modelling of post-abandonment of salt caverns.

This results in the following question:

Which monitoring techniques should be used and what monitoring data should be collected during and after the abandonment of large salt caverns in the Northern Netherlands in order to assess and validate numerical models of post-abandonment behaviour?

Background

In the Northern Netherlands, large salt caverns have been created for salt extraction. With the eventual abandonment of these caverns, ensuring their long-term integrity and stability is a critical concern. A previous KEM study (KEM-17) concluded that improved knowledge is needed for assessing and managing risks after abandonment of the relatively large and deep caverns. While numerical studies are ongoing, field validation remains limited due to the scarcity of actual abandonment cases. In this study, an inventory of the necessary information for validating and increasing confidence in numerical models should be provided.

In the Netherlands, currently large salt caverns exist at Barradeel, Zuidwending and Heiligerlee. In the future, all of these caverns will have to be abandoned. A couple of field tests are being proposed by different operators:

- Closure of the Zuidwending-01 salt cavern
- Closure of the Barradeel-4 cavern

These activities present a unique opportunity to gain knowledge applicable to the research question.

About the Knowledge programme for the Effects of Mining (KEM)

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:

- conduct independent applied research to increase understanding of the potential effects and uncertainties of mining activities,
- bring together knowledge in methods and tools (Hazard and Risk Analyses: HRA's) to quantify effects, which can be used for policy and supervision in the energy transition,
- contribute to knowledge of, and confidence in, mining activities through communication to experts and other stakeholders (including residents) about KEM projects.

2.2 Lots

The invitation to tender has not been divided into lots, because the assignment cannot be divided into separate lots. 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 6 months, including a unilateral option for the Contracting Authority to extend the contract by 3 months. The agreement will end when the assignment is completed.

If the maximum value is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Agreement without compensating the Contractor for this, in whatever form. See further in this regard the provisions in the (draft) Agreement.

2.4 Contract value

The total price for execution of the assignment is not higher than € 100.000,- 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 Contracting 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 comply with these throughout the entire contract period. You further confirm that you agree to the statement in Annex 7 arising from EU Regulation 2022/576 of 8 April 2022, and that you will comply with all specified prices and rates. Failure to comply with one or more requirements may result in exclusion from the tendering procedure, insofar as permitted under applicable public procurement law.

3.1 Requirements relating to the text of the Tender

The Tender should at least consist of a description of the plan of approach, coordination and planning and the quality of the project team. See Appendix 4. Checklist providing a complete overview of the requirements for submitting the Tender.

3.2 Requirements relating to the research questions

The contractor is required to answer the following question:

Which monitoring techniques should be used and what monitoring data should be collected during and after the abandonment of large salt caverns in the Northern Netherlands in order to assess and validate numerical models of post-abandonment behaviour?

The following questions will also have to be addressed:

1. Are there relevant case studies from previous salt cavern abandonments elsewhere (e.g., in Germany or Barradeel)?
2. What do we learn from this information for the case of caverns in the Northern Netherlands?
 - a. Regulatory implications;
 - b. Risk assessment;
 - c. Scientific insights.
3. How can monitoring data be effectively integrated into numerical model calibration and validation?

3.3 Requirements relating to the deliverables

A final written report in English (in pdf format).

It must at least include the following:

- An inventory of relevant monitoring techniques;
- An assessment of their effectiveness and feasibility for the abandonment phase of large salt caverns in the Netherlands;
- A framework for numerical model validation and calibration based on observed data;
- Insights from international case studies (where applicable);
- Recommendations for regulatory and risk assessment improvements.

Moreover, an executive summary in Dutch as well as English must be provided.

A draft version is expected for the final version. This should be delivered approximately one month before the final version. The report will be evaluated by the KEM panel. The KEM panel encourages scientific papers from the KEM projects.

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 Contractor will only make such a request on reasonable grounds.

3.5 Requirements relating to planning, governance and execution period

- 3.5.1 The assignment shall be executed within a period of six (6) months, with an additional period of up to three (3) months reserved for finalisation within the KEM programme.
- 3.5.2 A technical guidance group will be formed consisting of one or two representative(s) of the KEM panel ensuring continuity and reporting to the KEM panel, as well as a representative of KGG.
- 3.5.3 The Contracting Authority anticipates at least the following consultation moments:
 - Kick-off meeting at the start of the assignment.
 - Consultation with KEM panel experts and the research question owner of KGG every 2 months.
 - Final presentation after 6 months to the full KEM panel.
 - Meeting to discuss final results.
- 3.5.4 The Contractor shall present the project and its results during the bi-annual KEM meetings.
- 3.5.5 The results of the project should be reviewed by independent researcher(s) with demonstratable knowledge on this subject, organized by the project team. The reviewer should be known at the start of the project.

3.6 Requirements relating to the end result

- 3.6.1 The end result of this assignment is an independently readable research report that is suitable for external web based publication. In addition to the final report, the Contractor also provides underlying relevant research data upon delivery of the final report.
- 3.6.2 The quality of the final reports should be suitable for peer-reviewed publication.
- 3.6.3 Because of the publication of the report on a website of the KEM (<https://www.kemprogramma.nl/>) or a third party, it should be fully digitally accessible. The documents and or website must fully comply with the [WCAG 2.1 AA guideline](#).

3.7 Financial requirements (prices/rates)

- 3.7.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment. The tenderer must use Annex 8 - Prices.
- 3.7.2 The total price for the execution of the assignment is not higher than € 100,000 excluding VAT.
- 3.7.3 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.7.4 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. You will also give total prices per phase. The Tenderer will charge on the basis of actual realised costs up to the maximum total price.

3.8 Tax and VAT 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:

1. the amount excluding Dutch VAT and any VAT due outside the EU;
2. the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
3. 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 You are 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 You 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 you believe that your 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 and payment requirements

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

3.9.2 E-invoicing

For companies established in the Netherlands only

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.

Invoices must be sent electronically (in pdf).

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

1. 50% after 3 months (halfway).
2. 40% after submission of the final result.
3. 10% after evaluation by the KEM Panel.

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 (Annex 3). For this purpose, a research agreement will be prepared (Annex 2).

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.14).

4.2 Exclusion Grounds

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

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C that have been selected by the Contracting 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 Contracting 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 <https://ec.europa.eu/tools/ecertis/search>

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

The Contracting 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 Contracting 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.

The Contracting Authority has formulated the suitability requirements set out in this section in accordance with the principles of proportionality and equal treatment, as laid down in the Public Procurement Act 2012 and the Dutch Proportionality Guide. Given the safety-critical nature of post-abandonment behaviour of large salt caverns and the intended use of the research outcomes for policy development and regulatory supervision, demonstrable recent practical experience in relevant subsurface, geomechanical and monitoring disciplines is considered necessary.

4.3.1 Financial and economic standing

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

- a. the Tenderer has sufficient financial and economic capacity to perform the Contract;
- b. no circumstances are known that could reasonably jeopardise the proper execution of the assignment with a maximum value of € 100,000 excl. VAT during the contract period;
- c. the Tenderer holds adequate professional and/or statutory liability insurance for the execution of the assignment and will maintain such insurance for the duration of the Contract.

4.3.2 Reference data (technical qualifications)

The Contracting Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment. These core competences are formulated in accordance with the principles of proportionality and equal treatment.

1. Fracture mechanics and structural integrity analysis

At least three (3) years of demonstrable experience in performing fracture-mechanical assessments and structural integrity analyses in relation to subsurface geological structures, aimed at assessing cavern stability or comparable underground storage or mining applications.

2. Geomechanics and salt mechanics

At least one (1) year of demonstrable applied experience in the application of geomechanical and salt-mechanical principles in subsurface activities such as mining operations, salt cavern behaviour analysis or subsurface deformation processes.

3. Field monitoring technologies

At least three (3) years of demonstrable experience in the design, implementation and/or interpretation of field monitoring systems for subsurface environments, including pressure, deformation, seismic and/or geodetic monitoring.

4. Numerical modelling of rock salt and salt caverns

At least one (1) year of demonstrable experience in numerical modelling of rock salt behaviour and/or the long-term mechanical evolution of salt caverns, including calibration and validation of numerical models using empirical or monitoring data.

5. Risk assessment and regulatory compliance

At least three (3) years of demonstrable experience in applying risk assessment methodologies and relevant regulatory frameworks applicable to salt cavern abandonment and/or subsurface mining activities.

Reference requirement

The Tenderer shall provide one (1) or more reference assignments demonstrating practical experience with the above core competences.

Together, the submitted reference assignment(s) must demonstrate that all core competences have been applied in practice. A single reference assignment may demonstrate multiple or all core competences.

The reference assignment(s) must be comparable in nature and substantive content to the scope of this assignment.

The reference assignment(s) must have been executed or completed within the three (3) years preceding the closing date for submission of Tenders. Ongoing assignments may be used only for the completed parts.

No minimum financial value is imposed on the reference assignment(s), provided that their substantive comparability to the scope of this assignment can be demonstrated.

Reference assignments involving subcontractors are permitted, provided that the subcontractor(s) will be involved in the execution of the Contract and the Tenderer can demonstrably rely on their expertise during contract performance.

Important note:

The reference assignment evidence must be submitted together with the Tender:

- The Tenderer may submit one (1) or more reference assignments;
- Each core competence must be demonstrably covered by the submitted reference(s);
- Each reference must be signed by the referee (client).

The Contracting Authority reserves the right to verify the accuracy and completeness of the references and to contact reference parties directly.

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 Contracting 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 Contracting Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Contracting 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 Contracting 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 Contracting 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.

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.

Nr.	Award criteria	Number of maximum points
5.2.1	Plan of approach	550 points
5.2.2	Coordination and planning	100 points
5.2.3	Quality of the project team	300 points
5.3	Price	50 points
Total		1000 points

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.

5.2 General principles of qualitative assessment

In your Tender, the award criteria for quality must be clearly distinguishable in the text. Where reference is made to 'award criterion 1, 2 or 3', this refers respectively to sections 5.2.1, 5.2.2 and 5.2.3.

The qualitative assessment is based on an objective and substantive evaluation of the extent to which the Tender demonstrably meets the stated assessment aspects.

The assessment focuses on the completeness, internal consistency, clarity and feasibility of the Tender response in relation to the requested elements.

Assessment method

Scores are awarded based on the degree to which the assessment aspects are met. A lower score reflects substantive omissions, inconsistencies or insufficient substantiation in relation to the assessment aspects.

References to deficiencies relate to the content of the Tender and not to the subjective preferences of the assessment team.

5.2.1 Award criterion relating to Plan of approach

In the plan of approach you will describe which activities will be performed to answer the questions and come to a conclusion as laid out in 3.2.

Max. no. of points available	Assessment aspects
550	These award criteria will be individually assessed via the following 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 to the basic criteria 'complete and concrete' and 'realistic and feasible', the entire plan of approach 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 be done in the way as described in assessment method below.
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Assessment method for qualitative award criterion Plan of approach

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

Assessment aspect	Maximum points available	Point allocation (maximum followed by other possible scores)
a. Complete and concrete	250	250/150/75/0
b. Realistic and feasible	100	100/50/25/0
c. Insight (grip on the goal)	100	100/70/30/0=KO*
d. Added value	100	100/50/0
Total	550	

Explanation of point assignment:

Complete and concrete (a)	250 points = The description provides the requested information and the assessment team has no questions or doubts. 150 points = The assessment team has some (1 or 2) questions or doubts. 75 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 (b)	100 points = The description provides the requested information and the assessment team has no questions or doubts. 50 points = The assessment team has some (1 or 2) questions or doubts. 25 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.

Insight (grip on the goal) (c)	100 points = The description provides the requested information and the assessment team has no questions or doubts. 70 points = The assessment team has some (1 or 2) questions or doubts. 30 points = The assessment team has several (3 to 4) questions or doubts. 0 points = The assessment team has many (5 or more) questions or doubts and the description does not provide the requested information (<u>knock out</u>).
Added value (d)	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.

Knock-out (KO)

A score of 0 points on the assessment aspect "*Insight (grip on the goal)*" shall only result in exclusion where the Tender manifestly and demonstrably fails to show a basic understanding of:

- the objective of the assignment; and
- the relationship between the proposed approach and the research questions as set out in Section 3.2.

Any decision to exclude on this ground shall be explicitly reasoned.

5.2.2 Award criterion relating to the Coordination and planning

This part contains:

- A description of the plan to coordinate these activities (in your team) in order to achieve the draft and final report
- A description of the risks that you see with regard to the planning and how you will manage it.

Max. no. of points available	Assessment aspects
100	The quality of the Coordination and planning will be assessed based on the following 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. These assessment criteria will be used to come to the score for this item. This will done in the way as described in the assessment method below.

Assessment method for qualitative award criterion Coordination and planning

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

Assessment aspect	Maximum points available	Point allocation (maximum followed by other possible scores)
a. Complete and concrete	50	50/35/15/0
b. Realistic and feasible	50	50/35/15/0
Total score	100	

Explanation of point assignment:

Complete and concrete (a)	50 points = The description provides the requested information and the assessment team has no questions or doubts. 35 points = The assessment team has some (1 or 2) questions or doubts. 15 points = The assessment team has several (3 or 4) questions or doubts. 0 points = The assessment team has many (5 or more) questions or doubts and the description does not provide the requested information.
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Realistic and feasible (b)	50 points = The description provides the requested information and the assessment team has no questions or doubts. 35 points = The assessment team has some (1 or 2) questions or doubts. 15 points = The assessment team has several (3 or 4) questions or doubts. 0 points = The assessment team has many (5 or more) questions or doubts and the description does not provide the requested information.
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5.2.3 Award criterion 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 is used to answer the research questions and also explain that this knowledge and experience is sufficient to achieve the desired results. The knowledge and experience present in the team is substantiated in the quotation by the CVs of the team members and by the previous projects that your organization(s) or the team members have carried out.

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

Assessment method for qualitative award criterion 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.

Assessment aspect	Maximum points available	Point allocation (maximum followed by other possible scores)
a. Knowledge and experience level	150	150/100/50/0=KO
b. Quality assurance	100	100/50/0=KO
c. Continuity	50	50/25/0=KO
Total	300	

Explanation of point assignment:

Knowledge and experience level (a)	150 points = The description exceeds expectations and offers added value and the assessment team has no questions or doubts. 100 points = The description sufficiently meets our expectations but the assessment team has some (1 or 2) questions or doubts. 50 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
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	and the assessment team has many (5 or more) questions or doubts <u>(knock out)</u> .
Quality assurance (b)	100 points = The description exceeds expectations and offers added value and the assessment team has no questions or doubts. 50 points = The description sufficiently meets our expectations but the assessment team has some (1-4) questions or doubts. 0 points = The description did not meet our expectations and displays shortcomings with regard to certain aspects and the assessment team has many (5 or more) questions or doubts <u>(knock out)</u>.
Continuity (c)	50 points = The description exceeds expectations and offers added value and the assessment team has no questions or doubts. 25 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>.

Knock-out (KO)

A score of 0 points on the assessment aspects shall only result in exclusion where the Tender manifestly and demonstrably fails to show a basic understanding of:

- the objective of the assignment; and
- the relationship between the proposed approach and the research questions as set out in Section 3.2.

Any decision to exclude on this ground shall be explicitly reasoned.

5.3 Award criterion relating to price

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 section 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	€ 80,000 excluding VAT
Highest possible total price	€ 100,000 excluding VAT
Bandwidth	€ 20,000 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 (or any price below 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.

The formula is as follows: $((\text{highest possible total price } € 100,000 \text{ excluding VAT} - \text{your offered total price}) / \text{total bandwidth } € 20,000 \text{ excluding VAT}) \times \text{the maximum number of points that can be achieved (50)}$.

This implies that:

- With a total price of € 100,000 excluding VAT you receive 0 points.
- With a total price of € 80,000 excluding VAT you receive 50 points.

Example calculation:

Suppose your total price is € 90,000 excluding VAT, the calculation will look as follows:

$$((100,000 - 90,000) / 20,000) \times 50 = 25$$

This gives you a score of 25 points on the price award criterion.

The established price bandwidth is based on prior comparable KEM research projects and a market analysis conducted by the Contracting Authority. Prices below € 80,000 (excl. VAT) are considered unlikely to allow for a realistic and qualitatively sound execution of the assignment, while prices above € 100,000 (excl. VAT) exceed the available budget.

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 Contracting 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 Contracting Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

The assessment of the Tenders takes place by an assessment committee. The assessment committee consists of three adequately equipped and expert assessors. Each Tender will first be assessed individually by each assessor on the basis of the assessment criteria included in this Tender document. The assessment committee will then reach a final consensus score decision for all award criteria in a plenary session. The final assessment for all award criteria is rounded to two decimal places after the decimal point.

The total score of all award criteria will be determined in an arithmetic manner. The total score of the award criteria together with the score on the price criterion constitutes the final score of the Tender.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The 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 decimals 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 Contracting Authority having to award the Contract to more parties than is desired, then the Contracting Authority will award the Contract to the Tenderer with the highest final score for award criterion 1: award criterion 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 Coordination and planning will be decisive. If bidders also score equally on this criterion, the score on award criterion 3: 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 Contracting Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Contracting Authority will only request evidence from the winning Tenderer. The Contracting 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 Contracting Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Contracting 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 Contracting Authority will inform every Tenderer of this situation. The Contracting Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed.

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 Contracting 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 Contracting 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): Marloes Benedictus, 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 Contracting 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 Contracting 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 Contracting Authority will decide whether or not to process your question individually.

Answers from the Contracting Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

The Contracting 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 Contracting 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 EZK | Brochure | Rijksoverheid.nl](#)

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

The Contracting 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 Annex 4. Checklist Tenderer during the submission of your quotation.

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 Contracting Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Contracting 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

Contracting 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 Contracting Authority must be conducted in English. The Tender must be submitted in English.

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

7.3.21 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.

7.3.22 Contract conditions

The Draft Research 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 Contracting Authority is free to accept or reject the proposed textual amendments. The Contracting 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 Contracting Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Contracting 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 Contracting 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 Contracting 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 Contracting 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 Contracting 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 Contracting Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Contracting 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)

Annex 8 - Prices