



PUBLIC PROCEDURE DESCRIPTIVE DOCUMENT

Project:

Advice and specific expertise for Aviation 3

European Public Procurement Procedure Description Document	
Type of Procedure	Public procedure in accordance with the Public Procurement Act 2012
Client	Ministry of Infrastructure and Water Management on behalf of the Directorate-General for Aviation and Maritime Affairs
Contracting Authority	State of the Netherlands, Ministry for Infrastructure and Water Management
Reference number	TN 566654
Version	2.0
Status	Final
Date	19 January 2026

TABLE OF CONTENTS

PAGE

1	The contract.....	4
1.1	Description and scope of the contract	4
1.1.1	The contract.....	4
1.1.2	The Contracting Authority and Client.....	4
1.1.3	Ministry of Infrastructure and Water Management.....	5
1.1.4	Ministry of Climate Policy and Green Growth (for parcel 5).....	5
1.1.5	Duration and scope of the contract.....	6
1.2	Parcel allocation.....	7
1.2.2	Reasons for clustering/ parcel allocation	7
1.2.3	Number of parties to be contracted	7
1.3	Draft framework agreement and contractual terms and conditions	8
1.3.1	Standby agreement.....	8
1.3.2	Data Processing Agreement	8
1.4	How the Framework Agreement works.....	8
1.5	Functional and/or technical specifications	10
1.5.1	Mark names	10
1.6	Variants	11
1.7	General security requirements	11
1.8	MVOI / SROI.....	11
1.9	Provisions concerning taxation, environmental protection, labour protection and working conditions.....	12
2	REQUIREMENTS FOR THE TENDERER	13
2.1	One-time registration – independently or as a partnership.....	13
2.1.1	Independent tender	13
2.1.2	Partnership	13
2.2	Subcontracting.....	14
2.2.1	Recourse to third-party financial resources.....	14
2.2.2	Other subcontractors.....	14
2.3	Mandatory grounds for exclusion.....	15

2.3.1	General	15
2.3.2	Council Regulation (EU) 2022/576 concerning Russian companies.....	15
2.4	Optional grounds for exclusion	16
2.5	Suitability requirements	17
2.5.1	Professional qualification	17
2.5.2	Financial and economic capacity	17
2.5.3	Technical competence and professional competence	18
2.5.4	Quality assurance	21
2.6	Exclusion or rejection of a Tenderer.....	22
3	THE TENDER	22
3.1	Knock-out requirements.....	22
3.2	Award criterion	23
3.3	Assessment of Sub-Award criterion 1.....	25
3.4	Notice of contract award decision	25
3.5	Documents to be submitted with the Tender and during the verification phase.....	26
4	GENERAL PROVISIONS	28
4.1	Planning.....	28
4.2	Communication	29
4.3	Language	29
4.4	Requests for information, questions and objections	29
4.1.1	Questions and objections	29
4.5	Assessment of you and your Tender	30
4.6	Suspension/termination of procurement procedure.....	31
4.7	Reimbursement of costs.....	31
4.8	Confidentiality.....	31
5	LEGAL PROTECTION	33
5.1	Contact person	33
5.2	Complaints desk.....	33
5.3	Preliminary injunction proceedings	33
	GLOSSARY AND ABBREVIATIONS	35

1 The contract

The Contracting Authority hereby invites you to register for the Public Procurement Procedure for Advice and specific expertise for Aviation (3) for the Aviation Board and the Aviation Programme Directorate of the Directorate-General for Aviation and Maritime Affairs. The procurement procedure used here is the open procedure from the 2012 Public Procurement Act (AW).

The procedure is conducted entirely electronically via the online public procurement platform TenderNed. Supplementary information about using TenderNed can be found [here](#).

1.1 Description and scope of the contract

1.1.1 The contract

The future Framework Agreement is the successor to the current Framework Agreement for Advice and specific expertise for Aviation 2. This Descriptive Document is intended to provide parties with insight into the need for advice and specific expertise in aviation and the procurement procedure to be followed, so that parties can submit a suitable and market-based tender to the Contracting Authority.

All information and figures stated in this Procurement Document should be regarded as indicative. No rights or obligations can be derived from this information.

The Contracting Authority aims to conclude a Framework Agreement with multiple parties in the field of aviation consultancy and related expertise, each with sufficient expertise in various sub-topics in the field of airport and aviation consultancy.

A Framework Agreement provides the Ministry with a means of working in a prepared and organised manner with specialist market parties to develop aviation and airport policy.

The Tenderers who meet the Suitability Requirements, the Grounds for Exclusion, the Programme of Requirements, the Conditions of Performance, and the Tenderers (a maximum number per parcel) who have submitted a Tender with the BPKV (in this case, the Tenderers with the highest total number of points for the Sub-Award criteria) shall enter into the Framework Agreement.

1.1.2 The Contracting Authority and Client

The Contracting Authority is the State of the Netherlands, Ministry of Infrastructure and Water Management. The procurement procedure is being conducted on behalf of the Aviation Board and the Aviation Programme Board of the Directorate-General for Aviation and Maritime Affairs, and is being carried out by the Finance and Procurement Directorate (FenI) of the Ministry of Infrastructure and Water Management (IenW). The Ministry of Climate Policy and Green Growth (KGG) is participating in this procurement procedure for parcel 5.

1.1.3 Ministry of Infrastructure and Water Management

The IenW is working to make the Netherlands more beautiful. Together, we ensure an accessible country with strong dykes, where you can get from A to B safely. For a country with clean air, clean soil and clean water. A country where we conserve raw materials and reuse materials as much as possible. Where we get around in a sustainable way. A country with room for possibilities. This calls for a Ministry that connects.

Directorate-General for Aviation and Maritime Affairs (DGLM)

The Directorate-General for Aviation and Maritime Affairs develops policy in the field of maritime affairs and aviation. The Directorate-General is headed by a Director-General and consists of the Aviation Board and the Maritime Affairs Board. The Aviation Board is committed to promoting safe, sustainable and competitive aviation in, from and to the Netherlands, both nationally and internationally. The board does this on the basis of the Luchtvaartnota (Aviation Policy Memorandum) 2020-2050. Under the title 'Verantwoord vliegen naar 2050' (Responsible Flying to 2050), a course has been established with a focus on the quality of public interests (safety, connectivity, environmental quality, and sustainability) rather than quantity.

Position of the NLR

In the extension letter for ROK LV 2 and the market consultation published on November 26, 2025, in which IenW and NLR expressed the need to clarify and redefine the division of roles between them. The market consultation presented a new form of cooperation in which two new roles for NLR are distinguished: the community role and the partner role, in addition to the existing role as a knowledge institution.

IenW has now decided not to implement this new form of cooperation with NLR for the time being. This means that NLR is not excluded from participating in the ROK-LV3. NLR is free to tender for the ROK-LV3 as an independent supplier or as part of a consortium. Accordingly, it is up to the parties themselves to determine whether or not they choose to participate in the ROK LV-3.

1.1.4 Ministry of Climate Policy and Green Growth (for parcel 5)

The Ministry of Climate Policy and Green Growth is working with its partners to create a cleaner and stronger Netherlands. By working towards a climate-neutral society and investing in people, innovation and sustainable energy. So that we can seize the opportunities for a sustainable future and ensure that everyone can contribute to this. Now and in the future. The Energy Transition Implementation Board is responsible for planning, prioritising and spatially integrating large-scale energy infrastructure. In doing so, the Board operates at the intersection between implementation and policy. The task is to increase energy generation at sea and on state-owned land, accelerate the realisation of energy infrastructure, and ensure it aligns with land-use planning. One of the Board's areas of focus is Realisatie op Zee (Offshore

Realisation), where available space for wind farms is put on the market through tenders and land connections are also coordinated. At sea, the Board is responsible for implementing plot decisions that determine the preconditions for wind farms, issuing tenders for wind farms, and bringing the energy from these wind farms ashore via pipelines and cables. Work is also being done on ecology, innovations such as a hydrogen terminal at sea, and coordination with other users of the North Sea, such as the fishing industry and the oil and gas sector. The Board is driving airside research into new ways of achieving safe helicopter access to and from platforms in the North Sea. The objective is to optimise the spatial integration of existing and new platforms in wind farms and to guarantee (and continue to guarantee) safe access to these platforms.

1.1.5 Duration and scope of the contract

The initial term of the Framework Agreement is two (2) years, after which the Framework Agreement may be extended once (1) by the Contracting Authority unilaterally, under the same Terms and Conditions, for a maximum period of two (2) years.

During the term of the Framework Agreement, the value of the contracted/actual quantity may exceed the originally estimated quantity, as the final purchase depends on political developments, policy developments and/or organisational developments and/or other events that may influence the final purchase under the Framework Agreement. Tenderers should therefore bear in mind that the final purchase under the Framework Agreement may differ from the estimated volume described in the Procurement Documents: the final purchase may be higher or lower than the estimated value.

The Contracting Authority estimates that, over the entire term of the Framework Agreement, an estimated value of €72.5 million (excluding VAT) will be purchased.

In this procurement procedure, the maximum scope of the Framework Agreement is set at 150% of the (upper limit of the) estimated quantity over the maximum contract duration of the relevant Parcel. This maximum size is also referred to as the 'target value' and is shown in the table below. The reason for this maximum estimate is that the purchase depends on political, economic, budgetary, administrative, or organisational developments within the Contracting Authority, the associated contraction or growth of the Client, or the Client's position and objectives within the Central Government. This may result in changes to the service provision under the Framework Agreement on the demand side, which may affect the final purchase under the Framework Agreement.

Parcel	Estimated value for 4 years	Maximum value for 4 years
1	€ 7,100,000.00	€ 10,650,000.00
2	€ 7,500,000.00	€ 11,250,000.00
3	€ 4,000,000.00	€ 6,000,000.00
4	€ 2,900,000.00	€ 4,350,000.00

5	€ 20,500,000.00	€ 30,750,000.00
6	€ 11,000,000.00	€ 16,500,000.00
7	€ 15,500,000.00	€ 23,250,000.00
8	€ 4,000,000.00	€ 6,000,000.00
Total:	Estimated: € 72.5 million	Maximum value: € 108.75 million

1.2 Parcel allocation

The contract is divided into parcels. These can be found in the table below.

Parcels	Subject
Parcel 1.	Integrated Safety and Crisis Management
Parcel 2.	Living environment
Parcel 3.	Sustainable energy carriers
Parcel 4.	Economy, accessibility and pricing
Parcel 5.	Airspace
Parcel 6.	Unmanned aviation and airspace
Parcel 7.	Control, project management and governance
Parcel 8.	People and Society

The parcel descriptions for Parcels 1 to 8 are included in Annex 1.

1.2.2 Reasons for clustering/ parcel allocation

In accordance with Article 1.5(3) of the 2012 Public Procurement Act, the Contracting Authority has carefully proposed a parcel division that makes service provision accessible to various parties, each offering the best quality in each sub-area. For this Framework Agreement, a division into parcels has been chosen because the requested service provision can be divided into distinct fields of expertise in which different agencies specialise. We invite parties to register in a context that suits them (consortium), either in collaboration or independently.

1.2.3 Number of parties to be contracted

The contracting authority applies a maximum number of Framework Contractors per parcel. The maximum number of Tenderers as indicated in the table who have achieved the highest score on the (Sub)award criteria will be admitted to the Framework Agreement.

Parcels	Maximum number of contractors
Parcel 1.	7
Parcel 2.	7
Parcel 3.	7
Parcel 4.	7
Parcel 5.	7

Parcels	Maximum number of contractors
Parcel 6.	7
Parcel 7.	7
Parcel 8.	7

Applicants may apply for multiple parcels. Tenders will be assessed separately for each parcel.

1.3 Draft framework agreement and contractual terms and conditions

The contract must be carried out in accordance with the draft framework agreement attached to this Descriptive Document as Annex 7. Only the ARVODI 2025 general terms and conditions apply to the draft framework agreement. See Annex 8. The applicability of general (delivery) terms and conditions of the Tenderer and third parties is expressly excluded.

1.3.1 Standby agreement

Upon final award, the Client also wishes to conclude a standby agreement per parcel with the Tenderer who has obtained the eighth place in the ranking. Should the situation arise that the Framework Agreement with a Framework Contractor is terminated, the standby agreement will be invoked. The party on standby for the parcel where a Framework Agreement with a Framework Contractor has been terminated will receive a message from IenW to join this Framework Agreement. The draft of this standby agreement is attached as Annex (12) to this Descriptive Document. By submitting a Tender, the Tenderer declares that it is prepared to enter into the standby agreement if it finishes in eighth place in the ranking. The standby agreement shall remain in force for the entire duration of the Framework Agreement.

1.3.2 Data Processing Agreement

When personal data is processed for the implementation of subsequent agreements, a data processing agreement must be drawn up in accordance with the General Data Protection Regulation (AVG). Data processing agreements shall be drawn up at NOK (non-conformity) level, where applicable. The Contracting Authority has included a Model Data Processing Agreement in Annex 13.

1.4 How the Framework Agreement works

In principle, the Client will first turn to the Framework Contractors in the parcel of the service provision sought. By a Subsequent Agreement, the Client will determine which parcel the contract falls under. Depending on the procurement requirements, the Client shall determine whether subsequent requests for quotations are issued on the basis of a obligation to achieve results (products to be delivered) or a best-efforts obligation (hiring).

Please note: Subsequent Agreements shall only be concluded with the Lead Agent, and only the Lead Agent may invoice for services rendered. There will be no exceptions to this rule.

For contracts under €50,000, excluding VAT, the Client may contact a Framework Contractor directly. In the event that the bids submitted by the Framework Contractors do not meet the specified requirements or are otherwise inadequate or missing (e.g., due to a lack of expertise or capacity), the Client is entitled to approach other parties outside the Framework Agreement to submit a bid.

Incidentally, the Client notes that it is never obliged to award contracts. It may always choose not to have the contracts performed or to have them performed by its own employees. In addition, the Client reserves the right to deviate from this procedure in incidental cases, such as in the event of a possible conflict of interest, escalation(s) accepted by the Director-General (DG) and/or in the case of strictly confidential or secret contracts.

If the subject matter of a future subsequent contract falls within the scope of the Framework Agreement, the Framework Agreement shall be used. When using the Framework Agreement, a distinction can be made between (for the time being) five options:

1. Contracts with a total value of less than €50,000.00 (excluding VAT)

If the contract falls within the scope of the Framework Agreement, it will be awarded under the Terms and Conditions of this Framework Agreement, whereby it will suffice to request a single subsequent quotation from one party within the selected parcel.

In addition, the Client may request one subsequent quotation from two parties within the selected parcel, with the contract being awarded on the basis of the lowest price. The client will use this option only in a standard contract, where it is expected that the quality will not differ sufficiently between the parties to warrant inclusion in the weighting. When this option is applied, the two parties that are asked to submit a subsequent tender may be selected on the basis of objective selection criteria. This involves looking at, among other things:

- good experiences;
- specific expertise;
- other, to be specified and depending on the subject of the subsequent contract.

2. Contracts with a total value of €50,000.00 or more (excluding VAT)

For contracts worth €50,000.00 or more, excluding VAT, a mini-competition will be held with all contracted parties within a specific parcel. All contracted parties in the parcel are hereby invited, by means of a Subsequent Quotation Request, to submit a quotation. For all parcels, an expression of interest will be sought from all Contractors (if desired) before the final request for quotation is sent to all interested parties, after which those parties may submit a quotation. For the sake of completeness, it should be noted that no rights (including, but not limited to, the actual implementation of a mini-competition) can be derived from sending out an expression of interest survey.

3. Urgent contracts

In the case of urgent contracts, the Client may deviate from the procedures described above and, in consultation with suppliers, may deviate from the deadlines specified in the Programme of Requirements. All participants in the relevant parcel will be informed by the Client after the award of an urgent contract.

4. Contracts designated as departmental confidential

Contracts that are classified as departmental confidential are subject to a different procedure. The client shall make arrangements with the supplier regarding the procurement procedure and, after awarding the contract, shall inform all participants within the relevant parcel.

5. Modified mini-competitions

Notwithstanding the procedure referred to in point 2, following internal decision-making, the Client may deem it advisable to organise the mini-competition in a modified form. An example of this is the procedure whereby parties within a parcel are permitted (but never obliged) to collaborate on the specific request (in deviation from the regular practice of 'competing' against each other).

A modified form of a mini-competition will be preceded by a consultation with the parties concerned, during which the intention will be discussed so that the parties can respond in advance and/or make suggestions. Where applicable, supplementary procedural conditions shall apply. For the sake of completeness, it should be noted that offering the possibility of a modified mini-competition is a discretionary power of the Contracting Authority and that it is never obliged to do so. The current expectation is that deviations from the standard procedure (as described under 2) will only occur on an incidental basis.

1.5 Functional and/or technical specifications

The functional and/or technical requirements for the implementation of the Framework Agreement are described for each parcel in the programme of requirements (Annex 2) to this Descriptive Document.

With your Tender, you must submit a declaration of conformity (Annex 5) in which you declare that you agree to the procurement procedure and accept all requirements, conditions, and provisions.

By submitting a quotation, you indicate that your Tender complies with the programme of requirements. Throughout the entire execution of the subsequent agreements under this framework agreement, you must continue to comply with the programme of requirements.

1.5.1 Mark names

If the programme of requirements refers to a specific (quality) mark, this is only intended as an example. In that case, the Contracting Authority means this (quality) mark or equivalent.

1.6 Variants

Submitting variants is *not* permitted. It is therefore not possible to deviate from the technical specifications on your own initiative.

1.7 General security requirements

Security requirements apply to the execution of this procurement procedure and contract. These are included in the programme of requirements (Annex 2) accompanying this Descriptive Document.

1.8 MVOI / SROI

The Central Government stimulates socially responsible commissioning and procurement. This is a policy line under which, in addition to the profit factor, human and environmental factors are taken into account in business decisions and in assessing business results. This procurement procedure includes requirements and criteria relating to diversity and inclusion and social return.

Diversity en inclusion

The Central Government upholds the principles of equal opportunities, strives for an inclusive society and wants to contribute to this as both an employer and a client. As an employer, Central Government strives to achieve a diverse workforce and to be an inclusive organisation. Different perspectives, backgrounds and insights can enhance the intellectual capacity of Central Government. The Central Government also expects its suppliers to strive for inclusivity. Together, the Central Government and Contractors can contribute to an inclusive society. The Contracting Authority therefore refers to the Social Return requirements in Annex 2 Programme of Requirements and Annex 4.

The Central Government wants everyone to participate in society as much as possible. This means that everyone has the prospect of employment and income. The Central Government stimulates this through procurement, among other things. The Central Government wants to encourage business owners to hire disadvantaged job seekers when issuing tenders. This is called social return on investment (SROI).

1.8.1 Social Return (SROI)

It has been stated that the service provision to be procured can be classified as high-quality and knowledge-intensive service provision. The focus of the SROI activities for this procurement procedure is therefore on 'sharing knowledge in order to achieve SROI impact'. In that context, the following requirements are imposed on the Contractor.

The successful Tenderer will be asked to contribute to Social Return. The supplier shall annually allocate 2.5% of the turnover invoiced by it and paid by IenW to contribute to SROI. This percentage (as already discounted in the invoices sent) must be used for one or more of the activities listed in Annex 15, SROI Action Plan.

The successful Tenderer must submit an Action Plan for this purpose 6 months after the final award of the Framework Agreement.

The requirements relating to the Action Plan are set out in Annex 15 of the Descriptive Document.

1.9 Provisions concerning taxation, environmental protection, labour protection and working conditions

Tenderers may obtain information on obligations regarding taxation, environmental protection, labour protection, and employment conditions applicable in the Netherlands via the following link on the Pianoo website: <https://www.pianoo.nl/nl/inkoopproces/fase-1-voorbereiden/specificeren/verplichtingen-op-het-gebied-van-het-milieu-sociaal>, concerning obligations in the field of environmental, social, and labour law.

By submitting a Tender, the Tenderer guarantees to comply with all obligations relating to taxation, environmental protection, occupational safety and working conditions that apply in the Netherlands.

2 REQUIREMENTS FOR THE TENDERER

This chapter sets out the grounds for exclusion, suitability requirements and any selection criteria that you, as a Tenderer, must meet in order to qualify for the procurement procedure. Each requirement specifies which documents you must enclose as part of your Tender.

2.1 One-time registration – independently or as a partnership

A company may only submit one Tender per parcel. This can be done independently, as an individual company, or in a partnership with one or more other companies. A partnership counts as a single Tenderer.

If a company submits a tender both independently and as a member of a partnership, the contracting authority will only assess the tender submitted by the partnership. The independent tender will then be excluded from the procurement procedure.

2.1.1 Independent tender

If you choose to submit a tender independently, you must complete and submit a Self-Declaration (also known as UEA) in TenderNed (link: <https://www.tenderned.nl/uea/>). You must then complete sections A and B of Part II, Part III, Part IV and Part VI of this declaration. You must also submit the requested supporting documents upon written request from the Contracting Authority.

2.1.2 Partnership

You may also register together with one or more other companies as a partnership. If you are participating in the procurement procedure together with other companies, you must indicate this in the Self-Declaration. You must also indicate your role within the partnership (for example, that of lead agent – which allows you to act as the authorised representative during the term of the agreement – or that you are responsible for specific tasks).

All participants in the partnership must complete and submit a separate Self-Declaration. They shall then complete sections A and B of Part II, Part III, Part IV and Part VI of this declaration. Each participant must also submit the requested supporting documents at the request of the Contracting Authority.

The participants in the partnership are jointly and severally liable for the performance of the agreement.

Please note! It is not possible to change the partnership during the procurement procedure.

2.2 Subcontracting

2.2.1 Recourse to third-party financial resources

If, in order to meet the suitability requirements, you wish to invoke the financial capacity of a third party (the holding company of which you are a part, another legal entity or a natural person), you must indicate this in the Self-Declaration. Your Tender must also indicate the suitability requirement for which you are calling upon a third party.

This third party who is called upon must also complete and submit a Self-Declaration. This third party completes sections A and B of Part II, Part III and Part VI of the Self-Declaration. This shows that the third party can be engaged for the contract and that there are no grounds for exclusion, as referred to in Part III of the Self-Declaration.

The main contractor (Tenderer) shall, at the request of the Contracting Authority, provide the requested supporting documents, also on behalf of the subcontractor (third party).

Please note! If you call upon the knowledge and experience of a third party for part of the contract, this third party must actually perform this part of the contract. By signing the Self-Declaration, you agree to this.

The collaboration with a subcontractor does not affect the Tenderer's liability as the main contractor for the execution of the contract.

2.2.2 Other subcontractors

In addition to the third party or parties mentioned above, other companies may also be engaged to perform parts of the contract during the term of the (framework) agreement, subject to the approval of the Contracting Authority. These are subcontractors that you do not need to use in order to meet the suitability requirements.

If you wish to indicate at the time of tendering that you intend to have part of the contract performed by one or more subcontractors, you can do so in the Self-Declaration in Part II D and in Annex 5 – Mandatory form. You must indicate which parts of the contract are involved and, if known, which subcontractors you propose.

You should only submit a Self-Declaration from the third parties mentioned in your Self-Declaration, as referred to above, at the request of the Contracting Authority. This request will be made after tendering. In this case, this subcontractor completes sections A and B of Part II, Part III and Part VI of the Self-Declaration. The main contractor (Tenderer) shall, on behalf of the subcontractor, submit the Self-Declaration and any additional supporting documents requested in writing by the Contracting Authority.

The contract may only be performed by the subcontractor(s) concerned if there are no grounds for exclusion as referred to in Part III of the Self-Declaration and the Contracting Authority has given its consent.

The collaboration with a subcontractor does not affect the Tenderer's liability as the main contractor for the execution of the contract.

2.3 Mandatory grounds for exclusion

2.3.1 General

In the Self-Declaration, you declare that the grounds for exclusion as referred to in Part III of the Self-Declaration (Article 2.86 AW) do not apply to your company. To do this, you must complete sections A and B of Part III of the Self-Declaration.

If you are eligible for the contract award, you must submit the statutory supporting documents within 10 working days of the Contracting Authority's request to demonstrate that the grounds for exclusion do not apply to you and, if applicable, your subcontractor.

For Dutch business owners, the statutory supporting documents consist of:

Ground for exclusion	Means of evidence
A statement from the Tax and Customs Administration (Art. 2.89(3) AW)	This statement must not be older than 6 months from the time of submitting your Tender.
Integrity Statement for Tendering (Art. 2.89(2) AW)	This may not be older than 2 years from the time of submission of your Tender.

Please note! The application and processing time for these documents may take some time. Therefore, request them in good time.

Evidence may vary from country to country. [E-Certis](#) (a database of the European Commission) provides an overview of the supporting documents from European Member States. However, if no equivalent document exists in the country of residence, a sworn statement or a written statement from a competent authority may also be submitted.

2.3.2 Council Regulation (EU) 2022/576 concerning Russian companies

The fifth package of sanctions imposed by the Council of the EU stipulates that Russian parties are no longer permitted to participate in European procurement procedures. This measure was introduced by [Verordening \(EU\) 2022/576 VAN DE RAAD](#) dated 8 April 2022 and is directly applicable in the Member States.

This also means that you can only make very limited use of the financial resources of a third party or engage the services of a third party from Russia. By submitting a Tender, you declare that you are not acting in contravention of the Regulation.

2.4 Optional grounds for exclusion

In the Self-Declaration, you also declare that the optional grounds for exclusion as stated in Part III C of the Self-Declaration (Article 2.87 AW) do not apply to your company.

Please note! In Part III C of the Self-Declaration, you must first answer 'yes' or 'no' to indicate whether the grounds for exclusion apply to you as a Tenderer. Depending on the answer to this question, the additional questions in this section of the Self-Declaration must be answered.

If you are eligible for the contract award, you must also submit these statutory supporting documents within 10 working days of the Contracting Authority's request to demonstrate that the optional grounds for exclusion do not apply to you or your subcontractor, if any.

If the relevant optional ground for exclusion has been declared applicable, these supporting documents for Dutch business owners include:

Ground for exclusion	Supporting documents	Explanation
Bankruptcy or liquidation (Section 2.87(1)(b) of the Companies Act)	An extract from the commercial register	This may not be older than 6 months from the time of submitting your Tender.
Optional ground for exclusion: Serious professional misconduct and distortion of competition (Art. 2.87(1)(c) and (d) AW)	Integrity Statement for Tendering (also referred to in Section 2.3)	The Integrity Statement for Tendering may not be older than two years from the time of submitting your Tender.
Optional ground for exclusion: Payment of taxes or social security contributions (Article 2.87(1)(j) AW)	A statement from the Tax and Customs Administration (Art. 2.89(3) AW) (also mentioned in Section 2.3)	This statement must not be older than 6 months, calculated from the time of submitting your Tender.
Other optional grounds for exclusion: breach of obligations based on environmental, social or labour law, ¹ conflict of interest, involvement in the preparation, past performance and/or false	Where applicable, you must submit supporting documents relating to the relevant optional exclusion ground. These supporting documents are	

¹ You can obtain information about obligations with regard to the provisions concerning taxation, environmental protection, labour protection and working conditions that apply in the Netherlands via <http://www.rijksoverheid.nl>

statements, influencing the decision-making process (Section 2.87(1)(a), (e), (f), (g), (h) and/or (i) of the Public Procurement Act).	not subject to any formal requirements.	
--	---	--

Evidence may vary from country to country, please refer to [e-Certis](#). However, if no equivalent document exists in the country of residence, a sworn statement or a written statement from a competent authority may also be submitted.

2.5 Suitability requirements

The following suitability requirements apply:

1. professional qualification
2. financial and economic capacity
3. technical and professional competence (references)
4. quality assurance

In Part IV of the Self-Declaration, you declare whether or not you meet the specified suitability requirements.

2.5.1 Professional qualification

You must be registered in the professional or trade register. You must submit proof of your registration. In the Netherlands, this is an extract from the trade register of the Chamber of Commerce. Other countries have similar registers. This extract must not be older than 6 months from the time of submitting your Tender.

If the Tenderer is a partnership, all partners must submit the relevant extract.

Please note! With this extract, you must also demonstrate that the person signing the Self-declaration is registered in the commercial register as the authorised representative of the company. If the commercial register states that two or more persons are only authorised to represent the company jointly, the signature must also be provided by those two or more persons. If restrictions are included in the authority to represent the company, these must be taken into account.

Please note! An electronically submitted digitally certified extract is considered valid legal evidence. A printed or scanned version of a digitally certified extract is also accepted, provided that the original electronic version can be presented upon request.

2.5.2 Financial and economic capacity

You must be able to demonstrate that your company is financially capable of carrying out the contract. In order to determine this, the following applies:

You have Business Liability Insurance to cover an amount of at least €2,500,000 per incident and €5,000,000 per year. If you are not yet able to comply with this, you must enclose a document (quotation) from an insurance company stating that it is willing to increase the cover to at least the specified amount.

You also have Professional Liability Insurance (BAV) to cover an amount of at least €2,500,000 per event and €5,000,000 per year. For Lots 7 and 8, a professional liability insurance (BAV) is required for an amount of at least €1,000,000 per incident and €1,000,000 per year. If you are not yet able to comply with this, you must enclose a document (quotation) from an insurance company stating that it is willing to increase the cover to at least the specified amount.

If you are eligible for the contract award, you must submit a copy of a recent, valid and relevant liability insurance policy or a statement from the insurance company indicating the coverage in relation to this liability within 10 working days of receiving a written request. The copy of the policy must not be older than twelve months from the closing date for submitting the Tender.

If you wish to invoke the financial capacity of a third party, for example by invoking the insurance taken out by the group, the Self-Declaration of the third party (parent company) in question must be submitted. In addition, you must also submit the Model Guarantee (Annex 14) or a holding company statement² within 10 days of receiving a written request from the Contracting Authority.

2.5.3 Technical competence and professional competence

References

You must demonstrate that you possess the following (core) competencies in order to carry out the assignment in question. You can demonstrate that you meet the specified (core) competencies by submitting reference contracts. You demonstrate each core competency with one (1) reference contract. A reference may be used for multiple core competencies.

Conditions for reference submission:

- a. If use is made of a contract that has not yet been (fully) completed, only the actual result achieved for the contract may be stated; a forecast of the expected result is not sufficient.
- b. The reference contract may not be older than (may not have been completed more than) three years prior to the closing date for submitting the Tender.
- c. The reference contracts you submit have been completed satisfactorily, professionally, on time and on a regular basis. The latter can be verified with the contact person specified in the reference.
- d. If you engage a third party, this must be entered in section 4a of Annex 16 Model Reference Contracts. The third party mentioned there **must** also be engaged for this contract (see Section 2.2.1).

² In accordance with Article 2:403(1)(f) BW.

- e. If the reference contract was carried out in a partnership, you must indicate which tasks were performed by whom. You should indicate this in section 4b of Annex 16 Model Reference Contracts. The reference contract must demonstrate that you, either independently or with the help of a third party, meet the required core competency.

Reference contracts that do not meet the above (core) competencies and conditions are invalid and will not be included in the assessment.

For each core competency, you must complete the Model Reference Contracts (Annex 16) for the parcel for which you are registering and submit it together with your Tender. By submitting a reference, you authorise the Contracting Authority to verify the reference(s).

If the Contracting Authority is unable to verify the reference (for example, because it cannot contact the referee and you are unable to demonstrate the performance and completion of the reference contract by means of other documents), the reference provided will not be included in the assessment.

Core competencies

The following applies to all parcels: The tenderer shall submit one (1) reference contract per core competency (CC) (per parcel) to demonstrate that it is able to meet the core competency(ies), unless explicitly stated otherwise for the parcel in question.

Parcel 1 - Comprehensive safety and crisis management

Where possible, the tenderer shall submit one reference contract per core competency to demonstrate its ability to fulfil that core competency. Tenderers must be able to demonstrate at least one of the following five core competencies:

CC 1.1: The tenderer has demonstrable knowledge of and experience in preparing advice for public decision-making in the field of aviation safety or safety management;

CC 1.2: The tenderer has demonstrable knowledge of and experience in preparing advice for public decision-making in the field of civil aviation security;

CC 1.3: The tenderer has demonstrable knowledge of and experience in preparing advice for public decision-making in the field of resilience or vital infrastructure or crisis management;

CC 1.4: The tenderer has demonstrable knowledge of and experience in preparing advice for public decision-making in the field of facilitation;

CC 1.5: The Tenderer has demonstrable knowledge of and experience in preparing advice for public decision-making in the field of environmental safety at airports.

Parcel 2 – Living environment

CC 2: The tenderer has demonstrable knowledge of and experience with politically sensitive issues concerning the effects of aviation on the living environment, including in the areas of noise or emissions and the related health effects.

Parcel 3 - Sustainable energy carriers

CC 3.1: The tenderer has demonstrable knowledge of and experience with the energy transition in aviation and the associated (policy) measures.

CC 3.2: The tenderer has demonstrable knowledge of and experience with the development of various sustainable energy carriers in the aviation sector and the associated (policy) measures.

Parcel 4 – Economy, accessibility and pricing

CC 4.1: The tenderer has demonstrable knowledge of and experience in performing aviation economic analyses and/or international accessibility analyses in the field of aviation (as described in the parcel description).

CC 4.2: The tenderer has demonstrable knowledge of and experience with quantifying climate effects.

Parcel 5 - Airspace

CC 5.1: The tenderer has demonstrable knowledge of and experience with issues of a more economic nature, political-administrative/governance nature in the field of airspace design, management and use.

CC 5.2: The tenderer has demonstrable knowledge of and experience with issues of a more economic nature, political-administrative/governance nature in the field of air traffic control.

CC 5.3: The tenderer has demonstrable knowledge of and experience with issues of a more economic nature, political-administrative/governance nature in the field of environmental aspects.

Parcel 6 - Unmanned aviation

The tenderer shall submit a minimum of two (2) and a maximum of three (3) reference contracts to demonstrate that it is able to fulfil all core competencies.

CC 6.1: The tenderer has demonstrable knowledge of and experience in translating knowledge into clear advice for public decision-making.

CC 6.2: The tenderer has demonstrable knowledge of and experience with the (inter)national development of legislation and regulations governing unmanned aviation and related domains.

CC 6.3: The tenderer has demonstrable knowledge of and experience in shaping and implementing the alignment of interests in often complex political and administrative environments.

CC 6.4: The tenderer has demonstrable knowledge of and experience in designing projects and advising on them from various roles.

CC 6.5: The tenderer has demonstrable knowledge of and experience in working in both the context of policy and implementation at central government level.

CC 6.6: The tenderer has demonstrable knowledge of and experience in establishing and maintaining forms of cooperation with other departments and authorities, as well as knowledge and experience in establishing and maintaining public-private partnerships.

Parcel 7 - Control and project programme management

CC 7: The tenderer has demonstrable knowledge and experience in the aviation sector, including the deployment of suitable candidates on best-effort contracts, specifically within aviation, through its own organisation or its network. It must be a contract for an organisation with more than 400 employees (FTE). The candidates deployed must have been assigned to one of the following roles:

- Project/Programme manager
- Project manager
- Financial adviser
- Project Secretary

Parcel 8 - People and Society

CC 8: The tenderer has demonstrable knowledge and experience in managing or directing processes within large-scale, complex and politically sensitive projects in the field of environmental and stakeholder management. This expertise must be demonstrable through the organisation itself or in collaboration with its own professional network.

2.5.4 Quality assurance

You demonstrate that you have taken sufficient measures in the area of quality assurance. The contract work specified in this Descriptive Document must fall within the scope of the quality assurance system. To demonstrate this, you must submit quality assurance certificates based on ISO 9001:2015, or has implemented similar measures in the field of quality assurance. You may demonstrate this by submitting a description of this system accompanied by a self-declaration.

The quality assurance system must cover all parts of the contract as specified in Section 2.5.4. Evidence of quality assurance must be provided by the person(s) who will perform the relevant work (part of the contract).

Participants in a partnership (and/or subcontractor) who perform part of the contract must have a quality assurance system in place that covers the work to be performed.

If you are eligible for contract award, you must submit the relevant quality assurance certificate within 10 working days of receiving a written request to do so from the Contracting Authority. The quality assurance certificate must be valid at the time of the closing date for submitting the Tender.

If your company does not have a quality assurance system in accordance with ISO standard 9001:2015, but has implemented equivalent quality-assurance measures, you must demonstrate this within the specified deadline by submitting a declaration from an independent accredited body. This statement should describe the measures taken. This declaration must also be submitted as supporting documentation.

2.6 Exclusion or rejection of a Tenderer

If one or more of the grounds for exclusion apply to you, a member of your partnership or your subcontractor, you will in principle be excluded from participating in the procurement procedure. In that case, your Tender will be set aside.

If you believe that you have taken sufficient measures and adjusted your business operations with regard to this ground for exclusion, you must substantiate this on the UEA. It is up to the Contracting Authority to determine whether the measures taken and/or the evidence provided are sufficient. The Contracting Authority may also decide not to apply the grounds for exclusion for other reasons, for example, if exclusion would be manifestly unreasonable. The possibility of demonstrating reliability (also known as the proportionality test) does not apply to the ground for exclusion 'False declaration'. In that case, the Contracting Authority has the right to reject the Tender immediately.

Also, if you do not meet one or more of the suitability requirements, you will be excluded from participating in the procurement procedure. In that case, your Tender will be set aside and will not be further evaluated.

Failure to submit the requested supporting documents on time or in full may also result in exclusion and/or rejection of your Tender. In Section 3.4, a table indicates what needs to be submitted and when.

3 THE TENDER

This chapter describes the methodology and criteria that will be used to assess the tenders in order to determine which Tenderer has submitted the most economically advantageous tender. A distinction is made between requirements that lead to the immediate rejection of a tender if it does not meet those requirements, and the subsequent (sub-award) criteria used to determine the final ranking of tenders.

3.1 Knock-out requirements

There are knock-out requirements concerning the content of the tender, which are set out below under K1 and K2:

K1: By your Tender, you unconditionally agree to the draft agreement – including any amendments arising from the memorandum of information;

K2: Your Tender complies with the programme of requirements as set out in Annex 2 – including any corrections resulting from the memorandum of information;

3.2 Award criterion

The Contracting Authority shall award the Framework Agreement to the Tenderers with the most economically advantageous tender. The most economically advantageous Tender is determined on the basis of the award criterion of the most economically advantageous tender based on the best price-quality ratio (BPKV). The Sub-Award criteria can be found in Annex 3 and Annex 4.

The BPKV is determined using the 'Weighted Factor Method' methodology. This means the following: in the weighted factor method, a certain number of points is awarded for each sub-award criterion, and each criterion has a certain weighting.

Based on the rating given for sub-award criterion 1 and the total number of points for sub-award criterion 2, the score of a Tenderer can then be calculated. The winning Tender has achieved the highest total number of points across all Sub-Award criteria.

If two or more tenders are tied for seventh place in the ranking, the tender with the highest score on (sub-award) criterion 2 will be awarded the contract. If the score is also equal on this subsequent Sub-Award criterion, then the applicant with the highest score on Sub-Award criterion 1 will be considered. The tender with the highest score will be awarded the contract. If the score on the Sub-Award criteria does not lead to a distinction, a draw will be held to determine which Tenderer will finish in seventh place.

If fewer tenders are received than the number of places available for framework contractors per parcel, the Contracting Authority will limit its assessment of the tenders to a check of the suitability requirements, a check of the documents submitted and a check of the documents that still need to be submitted after provisional contract award.

3.2.1 Sub-Award criteria

The Sub-Award criteria are set out in the table below, along with the maximum points that may be awarded per Sub-Award criterion (and thus the relative weighting). The assessment focuses on the overall picture of the individual sub-aspects mentioned and the extent to which the elaboration aligns with the requirements. This includes examining the degree to which your description aligns with the desired situation/context, addresses all aspects in detail, the extent to which a realistic picture is given, whether your description is supported by concrete (practical) examples, and whether there is clear added value for the client.

Sub-Award criteria		
Quality, consisting of:	Maximum points available	Weighting
SA 1 Case (parcel 1 to 8)	Maximum 600 points	60%
SA 2 Questionnaire	Maximum 400 points	40%
Total number of points to be scored	Maximum 1000 points	100%

SA1 has a specific case for each parcel (see Annex 3). SA 2 is the same for all parcels (Annex 4). The assessment of SA 1 is based on the elaboration provided by the Tenderer on this sub-award criterion as included in Annex 3 and the measurement scale below. SA 2 is a questionnaire that the Tenderer must complete and enclose with the tender.

Sub-Award criterion 1: case study

The assessment of Sub-Award criterion 1 case study (parcels 1 to 8) will be carried out in accordance with the following measurement scale:

Verdict	Description	Score
Very good	The elaboration of the topics ties in very well with the question. The assessment aspects are very well covered in the elaboration. The assessment is comparable to a report card grade of around 9 or higher.	100 per cent of the maximum achievable score
Good	The elaboration of the topics ties in well with the question. The assessment aspects are well covered in the elaboration. The assessment is comparable to a report card grade of around 8.	75% of the maximum achievable score
More than sufficient	The elaboration of the topics is sufficiently relevant to the question. The assessment aspects are adequately covered in the elaboration. The assessment is comparable to a report card grade of around 7.	50% of the maximum achievable score
Sufficient	The elaboration of the topics sufficiently corresponds to the question. The assessment aspects are sufficiently covered in the elaboration. The assessment is comparable to a report card grade of around 6.	25% of the maximum achievable score
Insufficient	The elaboration of the topics does not sufficiently correspond to the question. The assessment aspects are insufficiently elaborated upon. The assessment is comparable to a report card grade of around 5 or lower.	0% of the maximum achievable score

Sub-Award criterion 2: Questionnaire

For this sub-award criterion, the Contracting Authority has formulated ten questions with a number of fixed answer options. Each possible answer earns a certain number of points. All points per given answer added together determine the total number of points for this sub-award criterion. The tenderer must complete the questionnaire and attach it to the Tender.

Example:

Max punten	G1		Taakstelling - bijdragen aan de opgave van het ministerie;		Antwoord van de inschrijver:	Score:
15					voorbeeld 1	
	max punten per sub vraag:	ref	Vraag:			
	5	0.1.1	<p>Goed opdrachtgeverschap is van belang voor de uitvoering van de nadere opdrachten. Onder goed opdrachtgeverschap wordt onder andere verstaan: het, vanuit de opdrachtgever, zorgdragen voor een professionele, respectvolle en eerlijke samenwerking met de opdrachtnemer; met aandacht voor kwaliteit, duidelijke afspraken en heldere communicatie. Kunt u ons kosteloos helpen dit verder te ontwikkelen?</p> <p>1. Nee, ik bied hiervoor geen aanvullende ondersteuning.</p> <p>2. Ja, op verzoek van de opdrachtgever geef ik, na afronding van de nadere opdracht mondelinge feedback. 3. Ja, op verzoek van de opdrachtgever geef ik per nadere opdracht schriftelijk feedback als onderdeel van de oplevering.</p> <p>4. Ja, op verzoek van de opdrachtgever geef ik per nadere opdracht schriftelijk feedback als onderdeel van de oplevering. Daarnaast stel ik een jaarlijkse rapportage.</p> <p>5. Ja, ik bied voor het ontwikkelen van goed opdrachtgeverschap de volgende ondersteuning:</p> <ul style="list-style-type: none"> - Op verzoek van de opdrachtgever geef ik schriftelijk feedback per nadere opdracht als onderdeel van de oplevering. - Op verzoek van de opdrachtgever stel ik een jaarlijkse rapportage op over opdrachtgeverschap van lenW; - In overleg met contractmanagement van lenW draag ik bij aan de organisatie van een jaarlijkse bijeenkomst om goed opdrachtgeverschap verder te ontwikkelen. 		4	4

3.3 Assessment of Sub-Award criterion 1

First, the tenders are assessed against the formal requirements, grounds for exclusion and suitability requirements. Invalid or unsuitable tenders will be set aside and will not be considered further. Next, there is an assessment team for assessing Sub-Award criterion 1.

When assessing the Tenders, the Tenders received will be evaluated in accordance with the methodology described in Section 3.2, Section 3.2.1, and Annex 3. An assessment team has been established for this purpose, consisting mainly of content/subject matter experts; the team is supported by procurement advisers. Each member of the assessment team first assesses the elaboration of sub-award criterion 1 individually in accordance with Annex 3 - Sub-Award criteria 1 - parcels 1 to 8.

The assessment team will, in principle, consist of 3 persons. The Contracting Authority reserves the right to change the size or composition of the committee.

Following the individual assessment of all Tenders, a plenary session will be held with the assessors. In this plenary session, the score results will be discussed and evaluated. A consensus will be reached on the scores for Sub-Award criterion 1. The final score for this sub-award criterion is (therefore) determined on the basis of consensus.

If fewer tenders are received than the number of places available for framework contractors per parcel, the Contracting Authority will limit its assessment of the tenders to a check of the suitability requirements, a check of the documents submitted and a check of the documents that still need to be submitted after provisional contract award. There will be no consensus-based assessment.

3.4 Notice of contract award decision

All Tenderers will be notified simultaneously by the Contracting Authority of the contract award decision. This notice contains the names of the successful Tenderers, the relevant reasons for the award decision and information about the standstill period. The notification of the contract award decision will, in any case, be sent via TenderNed.

The Contracting Authority may at any time decide to withdraw or review the contract award decision.

3.5 Documents to be submitted with the Tender and during the verification phase

Upon tendering, but also after a provisional award, you will be required to submit a number of documents.

The table below summarises which documents must be submitted and when.

If you are eligible for the contract award, the Contracting Authority will request you to provide a number of supporting documents. The table below lists the relevant documents.

If you fail to do so within 10 working days of the Contracting Authority's request, or if your documents are not satisfactory, the Contracting Authority may still exclude or reject you and approach the next Tenderer in the ranking.

What	On request	Who		
		Independent Tenderer	Partnership	Third party/parties (Section 2.2.1) (Partnership/independent tenderer submits the documents on behalf of a third party)
Self-Declaration (UEA) Completed and signed	Tender	X	X	X
Self-Declaration (UAE) completed and signed by other third parties (Section 2.2.2)	Where applicable, upon request			X
Model reference contracts	Tender	X	X	
Annex 5 – Mandatory Submission Forms	Tender	X	X	
Model warranty	Where applicable, upon request	X	X	X
Appropriate bank statements and/or proof of insurance against business risks and professional risks	Upon request	X	X	
A written statement from a chartered accountant or an accountant-	Upon request			

administrative consultant				
Developing quality criteria.	Tender	x	x	
Integrity Statement for Tendering (GVA)	Upon request	X	X	X
Statement from the Tax and Customs Administration	Upon request	X	X	X
Any supporting documents relating to other optional grounds for exclusion	Where applicable, Upon request	X	X	X
Registration in the national trade and companies register	Tender	X	X	X
Quality assurance system	Upon request	The person who actually performs the work in the execution of the agreement		

4 GENERAL PROVISIONS

This chapter contains relevant terms and conditions that the Contracting Authority imposes on your Tender. The procedure is conducted entirely electronically via the online public procurement platform TenderNed. Further information on their use can be found [here](#).

4.1 Planning

The Contracting Authority uses the TenderNed platform for tenders. Your entire Tender, including all requested information and documents, must therefore be submitted or uploaded to TenderNed.

You may not alter the formats used by the Contracting Authority, and your Tender must remain valid for at least 120 days after the closing date.

The Contracting Authority aims to adhere to the deadlines set out in the schedule below, but reserves the right to amend this schedule in the interim. With the exception of the minimum periods imposed by law, no rights can be derived from this schedule. All times in the schedule are indicated in local Dutch time.

Activity	Date
Sending the Publication of the procurement procedure via www.TenderNed.nl	Monday 19 January 2026
Closing date for submitting questions via www.TenderNed.nl (first round).	10 February 2026 before 5 p.m.
Publishing the memorandum of information via www.TenderNed.nl .	24 February 2026
Closing date for submitting questions via www.TenderNed.nl (second round).	09 March 2026 before 5 p.m.
Publishing the (latest) memorandum of information via www.TenderNed.nl .	23 March 2026
Closing date and deadline for receipt of tenders via www.TenderNed.nl .	7 April 2026 before 12:00 p.m.
Opening of tenders via the TenderNed digital safe.	7 April 2026 after 12 p.m.
Assessment of tenders	8 April 2026 – 26 June 2026
Announcement of the intention to award the contract via TenderNed, subject to the conditions set out in Section 3.5 of this Descriptive Document.	17 July 2026
Standstill period	06 August 2026
Commencement of Agreement	01 September 2026

The closing date and deadline for receipt of your Tender by the Contracting Authority is the date specified in the table above (closing date and deadline for receipt of tenders). Digital tenders will be opened via the TenderNed digital safe. You are unable to attend the opening.

Please note! The closing date and time is a deadline. No further tenders may be submitted after the deadline has passed. Any delays in uploading are at your expense.

4.2 Communication

All communication is conducted via TenderNed. The contact person for this procurement procedure is also listed in TenderNed. Only in the event of a failure at TenderNed may the contact person be contacted by other means:

Eveline Spaans (Senior Procurement Advisor): eveline.spaans@minienw.nl

Tahnee Dikken (Senior Procurement Advisor): tahnee.dikken@minienw.nl

Please note! During the procurement procedure, it is not permitted to contact any employees of the Contracting Authority other than the designated contact person, unless expressly stated otherwise in this Descriptive Document. You may be excluded for this.

4.3 Language

The language used in the Procurement Documents, the procurement procedure itself and the performance of the agreement is Dutch. Documents submitted by you must be written in Dutch **or** English. If the requested information concerns an official document that is not available in Dutch, a Dutch or English translation must be enclosed with the original document. Translations must be provided by the Tenderer at their own expense.

4.4 Requests for information, questions and objections

4.1.1 Questions and objections

If you have any questions about the Procurement Documents, have identified any inconsistencies, or wish to object to (parts of) the procurement procedure, you must notify us as soon as possible, but no later than the date specified in the schedule in TenderNed, using the questionnaire attached as Annex 6.

Only questions and comments submitted in a timely and appropriate manner will be answered. Responses will be provided by means of an anonymised memorandum of information. The final memorandum of information will be published no later than 10 calendar days before the closing date of the Tender.

If you wish to ask a commercial or confidential question, you may request to ask your question individually. The Contracting Authority shall assess this request. If the Contracting Authority grants the request, the reply will not be published and will only be sent to you. If the Contracting Authority is unable or not permitted to answer the question individually, you

are requested to submit the question using the questionnaire attached as Annex 6, and the question will be answered in the memorandum of information.

Please note:

If there are any contradictions, ambiguities or inaccuracies in the Procurement Documents, the contractor must report this as soon as possible, and in any case before the closing date of the final round of questions. The Client expects business owners to take a proactive approach to enable the Client to effectively rectify the Procurement Documents. If the business owner fails to report contradictions, ambiguities or inaccuracies, or fails to do so in a timely manner, the right to complain and/or raise objections at a later date will lapse. If, after reviewing the Memorandum(s) of Information, the business owner still believes there are contradictions, ambiguities, or inaccuracies, they must submit a complaint to the Client. See the complaints procedure in Section 5.1. If the business owner considers that the complaint has not been dealt with satisfactorily, they must, on penalty of forfeiture of rights, initiate summary proceedings by serving a summons on the Client at least five calendar days before the closing date for submitting the Tender.

By submitting a Tender, you agree to all terms and conditions of the procurement procedure and the accompanying documents.

In the event of any inconsistencies between the memorandum of information and this Descriptive Document (including annexes), the most recent memorandum of information shall prevail.

4.5 Assessment of you and your Tender

Assessment of the Tenderer and the information/documents submitted by the Tenderer will take place in phases.

1. In the first phase, the Contracting Authority assesses whether one or more of the following situations apply:

- The Tender was not submitted via the online public procurement platform TenderNed or was not submitted on time;
- The requested information and documents have not been provided, have been provided incompletely, subject to reservations, subject to conditions or incorrectly;
- The Tender has not been submitted with the correct documents or the Tenderer has altered the documents provided;
- The Tender (the Self-Declaration and/or, if requested, the price list) has not been signed by the authorised person;
- The requested information has not been submitted in the prescribed language.

If any of the above situations occur, your Tender will be declared invalid. Invalid tenders will not be assessed and will be set aside.

Legally valid signing of the Self-Declaration/UEA means that the person (or persons!) signing the Self-Declaration must be registered in the commercial register as authorised representatives of the company.

If the commercial register states that two or more persons are only authorised to represent the company jointly, the signature must also be provided by those two or more persons. If restrictions are included in the authority to represent the company, these must be taken into account.

If you have not signed the Self-Declaration legally, but have signed another document such as a cover letter, this is not a reason to declare the Tender invalid. The signature on the cover letter therefore also serves as a signature on the Self-Declaration.

2. In the second phase, the Contracting Authority assesses the grounds for exclusion and suitability requirements, as set out in Chapter 2.

3. In the third phase, formal (knock-out) requirements apply, which are set out in Section 3.1 of this Descriptive Document. If your Tender does not meet the Requirements set out in Chapter 3, your Tender will be set aside.

4. In phase 4, your Tender will be assessed in terms of content against the sub-award criteria.

The Contracting Authority may ask you to clarify your Tender or give you the opportunity to remedy minor deficiencies in the Tender. You will usually be given a maximum of 5 working days to do so.

4.6 Suspension/termination of procurement procedure

The Contracting Authority reserves the right to suspend or terminate the procurement procedure at any time. One reason for discontinuation could be, for example, that political support and/or funding is withdrawn. You will receive a message from the Contracting Authority regarding the suspension or termination of the procurement procedure. In exceptional cases, a tender fee may be payable upon termination. In that case, the Contracting Authority will contact you.

4.7 Reimbursement of costs

The Contracting Authority shall not reimburse any costs associated with the preparation and submission of the Tender.

4.8 Confidentiality

All information you receive from the Contracting Authority during this procedure must be treated as confidential and may not be disclosed to third parties. This does not apply to

information that is already publicly available or to information that must be disclosed due to a legal obligation. Naturally, you may disclose confidential information to your employees, advisers or contractors, possibly subject to a confidentiality clause.

Conversely, the Contracting Authority will treat your Tender confidentially, unless the information must be disclosed on the basis of a legal obligation.

The confidentiality referred to in this section shall also be maintained if the procurement procedure does not result in the conclusion of a contract.

The exchange and processing of personal data during the procurement procedure is carried out in accordance with the General Data Protection Regulation (AVG).

The intellectual property rights to the Procurement Documents are held by the Contracting Authority.

5 LEGAL PROTECTION

You may lodge a complaint or objection during or after the procurement procedure if you disagree with the Contracting Authority, the procurement procedure or the award decision.

5.1 Contact person

Before submitting a complaint to the complaints desk, you must first use the question module to report your complaint to the contact person at the Contracting Authority. If you are not satisfied with the response from the Contracting Authority, you may submit a complaint to the complaints desk.

5.2 Complaints desk

During the procurement procedure, you may submit a complaint to the complaints desk, email address: klachten.inkoop@minienw.nl with a message in cc to eveline.spaans@minienw.nl. You must clearly and reasonably indicate which aspect of the procurement procedure your complaint relates to. We kindly request that you include the following information in your complaint:

- name and contact details of your company;
- name and reference number of this procurement procedure;
- a description of the complaint and your request (proposed solution);
- any additional attachments, if applicable.

The complaint will be dealt with as soon as possible by an independent expert within the Ministry of Infrastructure and Water Management.

Before lodging an objection, you must first use the question and answer procedure to make your complaint known. If you are not satisfied with the response from the Contracting Authority, you may submit a complaint to the complaints desk.

If you disagree with the complaints desk's handling of your complaint, you may submit it to the Commissie van Aanbestedingsexperts (Public Procurement Experts Commission). For further information on the Commission's working methods, please visit www.commissievanaanbestedingsexperts.nl.

5.3 Preliminary injunction proceedings

If you object to the award decision, you must initiate preliminary injunction proceedings before the court in The Hague within 20 calendar days of the date on which the award decision was sent. This must be demonstrated by sending a copy of the writ of summons to the contact person for this procurement procedure. In that case, the Contracting Authority will not proceed with the award of the contract until a ruling has been rendered in the preliminary injunction proceedings. If fewer tenders are received than the number of spaces available, the Contracting Authority will limit its assessment of the tenders to checking the suitability requirements, checking the documents submitted and checking the documents that still need to be submitted after the provisional award. There will be no consensus-based assessment. In this situation, the objection period is reduced to seven calendar days.

The term of 20 calendar days is a deadline. This means that if you do not initiate preliminary injunction proceedings during this period, your rights to challenge the award decision will lapse. If no Tenderer has brought preliminary injunction proceedings within the aforementioned period, the Contracting Authority shall be free to conclude an agreement with the successful Tenderer(s).

GLOSSARY AND ABBREVIATIONS

Contracting Authority

The State of the Netherlands, Ministry for Infrastructure and Water Management;

Procurement documents

All documents in a procurement procedure that have been introduced into the procedure by the Contracting Authority;

Public Procurement Act 2012

Act of 1 November 2012, containing new rules on public procurement, Stb. 2012, 313, as last amended on 22 June 2016, Stb. 2016, 241 (effective 01-07-2016);

Descriptive document

This document describes and explains the contract, the procurement procedure to be followed, and the suitability and award criteria.

Annex(es)

Addendum to one of the Procurement Documents. Annexes form an integral part of the Procurement Documents.

Consortium/Consortium Member

Partnership of business owners, formed with the objective of supplying the goods and/or services requested in this procurement procedure. A Consortium/Consortium Member shall submit one joint Tender.

Consortium member

The legal entity or natural person that is part of a Consortium.

Services

The work to be performed by the Contractor in the field of the requested service provision, based on a Subsequent Agreement concluded under the Framework Agreement(s) to be concluded for the benefit of the Client.

Self-Declaration

A statement as referred to in Section 2.84(1) of the AW;

Requirements

Regulations and requirements regarding the requested delivery(ies) and/or service(s). A Tender that does not meet a Requirement is invalid.

Suitability requirements

The requirements on the basis of which the Tenderer's suitability to perform the contract is assessed. A Tender that does not meet a Suitability Requirement is invalid.

GP/ Guide to Proportionality

The guideline as published in the Government Gazette 2013, 3075, which elaborates on the principle of proportionality as referred to in Articles 1.10(3), 1.13(3), and 1.16(3), of the AW 2012.

Contract award criterion

The Contracting Authority applies Best Price-Quality Ratio (BPKV) as the award criterion. BPKV was previously known as the Most Economically Advantageous Tender (EMVI).

Main contractor

Business owner who has entered into the Framework Agreement directly with the Client.

Tenderer

Business owner submitting a Tender for this procurement procedure.

Tender

A Tender submitted by a business owner based on the Procurement Documents as published on TenderNed.

Candidate

A Candidate offered by the Contractor to perform the requested service provision under a Subsequent Agreement.

Mini-competition

A Mini-competition is the selection procedure within the Framework Agreement to be concluded in order to arrive at a Subsequent Agreement.

Subsequent Quotation

An offer to perform Services that the Contractor submits to the Client in response to a Subsequent Quotation Request from a Participant for the purpose of a contract to be awarded under the Framework Agreement.

Subsequent Quotation Request

An invitation by the Client under the Framework Agreement to the Framework Contractors to submit a Subsequent Quotation for a contract to perform Services.

Subsequent Agreement

Separate written agreement (contract), in which the service provision/delivery as referred to in the Framework Agreement is specified in more detail.

Memorandum of information

Document containing the answers to questions from Tenderers and/or any clarifications of the Descriptive Document, the Mandatory Forms or other Procurement Documents. The Memorandum of Information forms an integral and binding part of this procurement procedure.

Client

The State of the Netherlands, represented by the Minister of Infrastructure and Water Management, who concludes a Framework Agreement with the Contractor within the framework of the procurement procedure.

Contractor

The winning Tenderer(s) with whom the Client concludes a Framework Agreement.

Framework contractor(s)

The Tenderer(s) with whom a Framework Agreement is concluded in the context of this procurement procedure.

Framework agreement

Written agreement concluded with the successful Tenderer(s) of this procurement procedure, setting out the terms and conditions relating to the procurement procedure in question and under which the individual contract(s) will be performed by means of the Subsequent Agreement(s).

Sub-Award criteria

Further elaboration of the award criterion. The criteria that determine which Tender is assessed as the most economically advantageous tender.

Grounds for exclusion

The grounds for exclusion from participation as referred to in Articles 2.86 and 2.87 of the AW 2012, and also referred to in the UEA under Part III.

European Single Procurement Document (UEA)

In the European Single Procurement Document, as established by the Ministry of Economic Affairs, the Tenderer indicates that it complies with the requirements regarding grounds for exclusion, suitability requirements, technical specifications and conditions of performance. In order to reduce the administrative burden, the Contracting Authority may request supporting documents from the successful Tenderer(s) during the verification phase.

Mandatory forms to complete

Annex 5 to the Descriptive Document in which conditions must be agreed to and requirements and questions must be answered. The mandatory forms include questions about the Tenderer, among other items.

Terms and conditions

The general terms and conditions applicable to the Framework Agreement(s), namely the General Government Terms and Conditions for the Provision of Services 2025 (ARVODI 2025).

Standby agreement

Written agreement between the Client and the Contractor entered into with the first rejected Tenderer (and subsequently with the second, third, etc.) in this European Procurement Procedure, setting out the terms and conditions relating to this so-called standby arrangement. This Contractor shall be placed on standby.

ABBREVIATIONS

AVG	General Data Protection Regulation
AW	Public Procurement Act 2012
UEA	European Single Procurement Document (Self-Declaration as referred to in Article 2.84, first paragraph, of the AW)

ANNEXES

The following annexes are an integral part of this Descriptive Document and are added separately:

Annex No.	Subject	Format
Annex 1	Parcel description parcels 1 to 8	PDF-document
Annex 2	Programme of requirements for parcels 1 to 8	PDF-document
Annex 3	Sub-Award criteria 1 - Parcel 1 to 8	PDF-document
Annex 4	Sub-Award criteria 2 – Questionnaire – parcels 1 to 8	Excel-document
Annex 5	Mandatory forms to complete	Word-document
Annex 6	Questionnaire	Excel-document
Annex 7	Draft Framework Agreement (model based on ARVODI 2025)	PDF-document
Annex 8	ARVODI 2025	PDF-document
Annex 9	Complaints procedure	PDF-document
Annex 10	Government Model Integrity Declaration for External Parties	PDF-document
Annex 11	Government Code of Conduct for Integrity	Word-document
Annex 12	Standby agreement	Word-document
Annex 13	Model Data Processing Agreement	PDF-document
Annex 14	Model warranty	Word-document
Annex 15	SROI Action Plan	Word-document
Annex 16	Model reference contract for parcels 1 to 8	Word-document