



Ministry of Climate Policy and Green
Growth

Tender Document

Invitation to tender in accordance with the European open procedure for the provision of Professional Services by a Technical Support Organisation ("TSO")

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Definition of terms

ARVODI	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>)
Contracting Authority	The State of the Netherlands, represented by the Minister of Climate Policy and Green Growth, who signs the Agreement with the Contractor on behalf of the Contracting Authority.
Contractor	The Party with whom the Contracting Authority signs the Agreement.
Core Team	Team of senior Contractor staff envisioned to work from Contracting Authority's offices to provide support and assistance on a day-to-day basis as per the first Further Agreement (concept agreement found in annex 3c).
DKE	Directorate of Nuclear Energy, part of the Dutch Ministry of Climate Policy and Green Growth.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Framework Agreement	The written Framework Agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.
(Framework) Scope of Work	Means the outline services that the Contractor must supply over the duration of the framework as further set out or referenced in in this Tender Document, in SECTION 2
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the framework agreement.
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.
LNPP	Large Nuclear Power Plant.
Most Economically Advantageous	The Tender/Bid that achieves the highest definitive total score based on the best price-quality ratio.
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.
NEO NL/SPV	The Special Purpose Vehicle “Nuclear Energy Organisation Netherlands”, building up to be a legally distinct entity to be created, to develop, finance construct, commission and operate the Nuclear Power Plant.
NEPIO	Nuclear Energy Program Implementation Office.
NNB - NL	Refers to the Nuclear New Build Programme in the Netherlands
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
Parties	Refers to both the Contractor and the Contracting Authority
Project	Refers to design, development, licensing, procurement, manufacturing, construction, commissioning and turning into commercial operation of new LNPPs and to the organisational development of the NEPIO and NEO NL/SPV
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Task Order/s	Refers to the work that the Contractor is to perform for the Contracting Authority under the terms of a Further Agreement concluded on the basis of the Framework Agreement for work as defined in this Tender Document.
Technology Suppliers	Refers to potential suppliers of LNPP technology for the Dutch nuclear new build project. These are currently EDF (French Republic) and Westinghouse (United States of America).
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word ‘you’ is taken to mean the Tenderer.
Tender	A quotation (including a technical and commercial proposal/s) submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its annexes.
Tender Returnable	Refers to all tender submission deliverables anticipated to be received by the Contracting Authority at tender close from the Tenderers. The Tender Returnable supports the bid assessment.

1. Introduction

This Tender Document contains information regarding this invitation to tender conducted in accordance with the European open procedure for the procurement of the services of a Technical Support Organisation (hereafter: TSO), which serves to provide Contracting Authority with active 'hands-on' support related to the Project on, but not exclusively, nuclear and conventional technical areas, procurement and program management. This support will aid Contracting Authority to, inter alia, successfully set up and conduct a tendering process for the Large Nuclear Power Plant (hereafter: LNPP) technology supplier, resulting in the selection of a technology supplier to the commencement of construction works and all supporting works for the Owner Scope.

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

The Netherlands aims to achieve climate neutrality by 2050, with a specific target of carbon neutrality of its energy supply by 2040. The Ministry of Climate Policy and Green Growth ("KGG") is primarily responsible for realising this target by evaluating low carbon energy sources that can (significantly) contribute to the decarbonization of the Dutch electricity supply mix. Nuclear energy has shown a promising future to support a carbon neutral energy supply vision for the Netherlands.

The National Energy System Plan (NPE) outlines the government's long-term vision for a sustainable, integrated energy system in the Netherlands, laying the foundation for all sectors to become sustainable and achieve a climate-neutral society. Among other options, the potential of nuclear energy to complement renewable sources such as solar, wind, and geothermal energy is underscored clearly, thereby enhancing the sustainability and durability of the Dutch energy mix and reducing reliance on imported gas.

The Dutch government plans to increase the role of nuclear power via two developments:

- Firstly, the Nuclear Energy Act is being amended to allow for the operational lifespan of the existing Borssele nuclear power plant to be extended beyond 2033.
- Additionally, the Netherlands plans to design, licence, procure, construct and commercialize four new nuclear power plants:
 - ✓ The first two LNPPs are already in an advanced preparatory phase.
 - ✓ LNPP 3 and 4 are in the conceptual phase.

1.1. Contracting Authority and IUC EZ

1.1.1 Contracting Authority

- This tender process is being conducted on the instructions of Directorate of Nuclear Energy ("DKE") and the Nuclear Energy Organisation Netherlands ("NEO NL"), both part of the ministry of Climate Policy and Green Growth (KGG, formerly the ministry of Economic Affairs and Climate Policy). Both DKE and NEO NL will act together as Contracting Authority for this tender, although it should be noted their roles within the NNB - NL are distinct and will, over the coming years, increasingly diverge. After all, within the context of NNB-NL, DKE can best be described as the phase 2 Nuclear Energy Program Implementation Office (NEPIO) as defined by the International Atomic Energy Agency (IAEA), whereas NEO NL can best be described as the phase 2 Owner-Operator.
- In order to assume the mantle of Owner-Operator, KGG is in the process of evolving the current NEO-NL into a State-Owned Enterprise with distinct legal status, which is likely to happen during the course of the TSO Agreement period. This will enable NEO NL to take over responsibility for the development of the Programme. This primarily involves selecting the technology, obtaining the license and/or permits to construct and to operate, supervising the construction and commissioning of the NPPs in the Netherlands. As NEO NL

evolves into a State-Owned Enterprise, this entity becomes responsible for the LNPP commissioning, operation and eventually its decommissioning.

- The Scope of Works as outlined in section 2.6 mainly falls under the purview of the Owner-Operator. Subsequently, the TSO will possibly be transferred for the exclusive use of NEO NL, when NEO NL has become a separate entity, as a division in responsibilities within NNB – NL would make it impossible for a single Party to advise both NEPIO and Owner-Operator without conflicts of interest. In parallel with this transfer, DKE as NEPIO would then engage a separate advisor, under the tentative name of Lender Technical Advisor (LTA).

1.1.2 Procurement Authority

The Procurement Office (IUC EZ) – which forms 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.

1.2 Reason for this Invitation to Tender

Following from the background above, Contracting Authority's programme strategy defines the need for external support from a specialist Technical Support Organisation ("TSO"). The TSO's role is to provide all the necessary (technical) support and consequent assistance to the Contracting Authority with respect to:

- Development of the Owner's Scope (including creation of the operational infrastructure needed for a start-up company through all the phases of evolution into a fit for purpose company as described in 1.1.1);
- Conducting the Characterisation and assessment of the suitability of the preferred Candidate Site(s) (including the identification of the enabling works that are needed to ready the site for the construction phase);
- Assistance during the selection of the LNPP technology supplier, and delivery contracting to enable the follow-on phases for Front End Engineering Development, licensing and permitting, plant construction, commissioning through to Commercial Operation;
- Development of a Program Management Office ("PMO") structured and equipped to manage the full breadth of the project.

The reason for this Invitation to Tender is to establish a Framework Agreement over a period of maximally five years, by firstly employing and mobilising a Core Team which will work from Contracting Authority's offices and secondly, executing other assignments procured via separate Further Agreements containing Task Orders under the umbrella of the Framework Agreement. The Scope of Work in subsection 2.6 further defines the details of the required scope of work anticipated over the Agreement term.

The Contracting Authority wishes to conclude the Framework Agreement on the basis of the Most Economically Advantageous Tender.

1.3 Time schedule

The tender programme/schedule below applies to this Tender Document.

22 May 2025	Issuing of publication, start of tendering period.
4 June 2025 12:00 pm	Closure of 1st round of questions: deadline for the Tenderer to submit questions regarding this Tender and the Agreement (including the general terms and conditions) and/or proposals for textual amendments to the draft Agreement (including the general terms and conditions).
18 June 2025	Issuing of 1st Memorandum of Information
25 June 2025 12:00 pm	Closure of 2nd round of questions: deadline for the Tenderer to submit questions.
9 July 2025	Issuing of 2nd Memorandum of Information
19 August 2025 12:00 pm	Deadline for the receipt of Tenders and start of the assessment of Tenders by the Contracting Authority.

19 August 2025 to 13 October 2025	Assessment of Tenders.
around 16/17 September 2025	Presentations by Tenderer.
14 October 2025	Announcement of the award of the Contract.
29 October 2025	Deadline for the winning Tenderer to provide the evidence requested by the Contracting Authority.
3 November 2025	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
as soon as possible after 3 November 2025	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 (Scope of Work)

2.1 Background of Preparatory work undertaken for NNB-NL

After decades of maintaining a stable amount of nuclear energy in the Dutch energy mix, the previous cabinet underlined the potential for nuclear energy to add to the decarbonisation efforts of the Dutch energy mix. Therefore, in the letter to parliament of 9th of December 2022, the cabinet announced plans to start preparations for two new LNPPs.

DKE started early engagement with three Technology Suppliers of nuclear technology (KHNP has since withdrawn from the Project). The following preparatory steps have been taken this far:

- Technical Feasibility Studies
- Market Consultation
- Third-party Review

Technical Feasibility Studies ("TFS")

Each Technology Supplier has independently executed a technical feasibility study to determine whether its proposed LNPP technology would be feasibly deployable within the Dutch legal, financial, technical and spatial context. This was done through three separate workstreams of Technology and Licensing, Site Specifics and Delivery Models and Economics.

All Technology Suppliers confirmed the feasibility of their technology in the Dutch context.

Market Consultation ("MC")¹

A market consultation served to map the conditions under which private lenders might invest in a large-scale nuclear Project. It also served to determine the need and extend of government involvement in the financing of nuclear Projects, laying out common elements of a Government Support Package.

Third-party Review ("TPR")²

With the conclusion of both the TFS and MC, a third party was onboarded to verify and validate the results of the TFS and MC, assist in transmitting this data comprehensively to relevant stakeholders and help in strategizing the delivery bid invitation specifics. The Third-party Review was executed in five stages:

Stage 1: Familiarisation of current consultation efforts: gain an understanding of the yield and processes of consultant support up to the TPR.

Stage 2: In-depth evaluation of the Technical Feasibility Studies: evaluate and validate both the methodology and outcomes of the TFS.

Stage 3: Evaluation of the Market Consultation results. Assess the methodology of the Market Consultation, identify knowledge gaps and which conclusion can be supported by ready data regarding Government Support Package.

Stage 4: Merge results of the Technical Feasibility Studies and Market Consultation results and ensure congruence between the data yield of both the TFS and MC and identify and help resolve gaps or inconsistencies between both studies.

¹ Public version of the MC report is available at: [EY - Dutch Nuclear New Build Program; Remuneration models & finance structures \[Rapport, 9 juli 2024\] | Rapport | Rijksoverheid.nl](#)

² Public version of the TPR report is available at: [Third Party Review | Rapport | Rijksoverheid.nl](#)

Stage 5: Drafting the conclusion (and provide additional advice up to parliamentary decision). Draft the final report based on analysed data and help communicate the outcome of the TPR to stakeholders. Furthermore, the TPR was to provide advice and support on matters within the TPR scope up to the political 'go ahead' decision and additionally define initial considerations with regards to the setup of the Bid Invitation Specification ("BIS") for the main Plant delivery procurement.

2.2 Description and Objectives of the TSO assignment

As a next natural progression in the development of NNB - NL, the Contracting Authority has a need to progress the following key areas of the Project whilst NEO NL is being developed to launch the Project:

- Development of the Owner's Scope (including creation of the operational infrastructure needed for a start-up company through all the phases of evolution into a fit for purpose company as described in 1.1.1; Development of a readiness review approach with stage gates; Site Selection and Characterisation (including Site preparation Activities that are needed to ready the site for the construction phase) and obtaining the required (conventional) permits;
- Procurement and selection of the LNPP technology supplier to enable the follow-on phases for licensing and plant construction through to commissioning;
- Development of a Program Management Office structured and equipped to manage the full breadth of the Project;
- To support the development of NEO NL to become an intelligent customer.

The Contracting Authority has an immediate need for external support from a specialist Technical Support Organisation ("TSO"). The TSO's role is to develop and provide all the necessary (technical) support to the Contracting Authority (via separate Task Orders), whilst realising that NEO NL will evolve to the desired end state in time. As such, it will adopt and utilise all infrastructure and technical support infrastructure created once up and running. On the back of a Framework Agreement, work in scope of the TSO will be commissioned via separate Further Agreements containing Task Orders as and when discrete well-defined work packages are definable. Furthermore, to enable continuous cooperation with Contracting Authority, Contractor will establish a Core Team operating primarily from Contracting Authority premises.

2.3 Lots

The assignment does not suit subdivision into lots and/or award to multiple Contractors. The three key workstreams – technology selection, owner scope, and PMO – are intrinsically interconnected. Splitting them into separate tenders would significantly increase complexity and interface management.

Technology selection directly impacts the owner scope (e.g., infrastructure, integration, timelines). The owner scope must adapt continuously based on outcomes from the technology track. The PMO serves as the control of these two workstreams, managing dependencies, planning, and risk across all tracks.

Tendering these tracks separately would require intensive coordination between multiple vendors, with unclear responsibilities, slower decision-making, and high risk of misalignment. Interface management would become a major burden.

The Contracting Authority is looking for one Contractor who can provide advice on highly complex, politically sensitive and confidential matters. Switching to different Contractors is not desirable. If the Agreement is divided into lots and/or several framework agreements are concluded with several Contractors, this will result in an extremely high administrative and management burden due to interfaces and make it impossible or at least more difficult to build a partnership. A partnership is very important in the assignment. A partnership ensures that it is commence tasks quickly and that explanations do not have to be given for each request for advice or each additional assignment. This also saves money and time. Lastly, the continued engagement of one Contractor in the various closely interrelated tasks, enables Contractor to develop a strategic perspective on NNB - NL.

2.4 Agreement Period

The Contracting Authority intends to conclude a Framework Agreement for a period of two years. The Contracting Authority shall have unilateral rights to extend the Framework Agreement thrice for a duration of one year each. The Contracting Authority will notify the Contractor at least three months before expiry if the Contracting Authority does not wish to make use of an extension option.

The total potential Agreement period thus exceeds the standard four years (article 2.140(2) of the Public Procurement Act). The underlying reasoning is that the main functionality of the TSO is to help reach Contracting Authority a specified milestone, namely the signing of an delivery contract with one of the Technology Suppliers. The current prognosis holds that this milestone will be reached within the standard four years of the framework agreement. However, inherent uncertainty in the timeframe for the completion of tasks prerequisite for reaching said milestone makes it desirable to account for up to one year of delay, to prevent the last minute necessity to switch advisors on the threshold of reaching the delivery contract milestone.

Additionally, the proposed increase of the standard Framework Agreement term from four years to five years has been made considering that the NNB - NL is in its infancy and is now starting the transitioning from a project organisation within KGG to a SPV. The level of effort necessary to prepare itself to gear up to all of its statutory obligations, including forming a legal Owner-Operator, obtain regulatory approvals for licensing strategy, setting up a comprehensive lifecycle process for the LNPP design, licensing, procurement, delivery to site, construction, commissioning, operating and maintenance & finally decommissioning is very complex and is uncharted territory in the Netherlands in the last generation and hence may not be sufficiently progressed in four years' time.

Replacing the TSO-Contractor after four years would have a substantial negative impact and hence, in the TSO procurement planning process, this five year term is seen to be reasonable at this stage.

If the maximum value is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Framework Agreement without compensating the Contractor in any form whatsoever. See the provisions in article 2.4 of the draft Framework Agreement (annex 3b) in this regard.

2.5 Total estimated value of the Framework Agreement

The Contracting Authority has estimated a total contract value (including optional extension years) of € 180.000.000,- (exclusive of VAT).

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract and/or the number of Participating Party/Parties may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

2.6 Scope of Work ("SoW")

The Scope of Work is divided into:

- Establishment of the Project Management Office
- Development of Owner's Scope (which includes, but is not limited to Site Selection and Site Characterisation & early engineering)
- LNPP Technology Selection and Procurement Strategy
- Core Team activities
- General Support Services

Within this scope, Contractor's supporting role includes, but is not limited to:

- Supporting the development of the Owner's Scope comprehensively and completely to ensure the site selection, master planning of the LNPP selected site and area;
- Support in developing the Project Management Office;
- Performing detailed surveys, feasibility studies, engineering and design of all infrastructure and facilities under the Owner's scope;
- Supporting the preparation of bid packages for the construction and delivery of the designed facilities;
- Supporting the preparation of the procurement strategy, implementing and managing the procurement process, preparation of procurement specifications, evaluation of bids and make a recommendation of the final technology selection;
- Reviewing documentation submitted by the contractors engaged to deliver the Owner's scope and from the technology vendors. This includes design documents, plans, procedures etc.;
- Supporting the overall project management of the Project that includes managing all contractors and consultants and their interfaces;
- Ensure that support rendered is (legally) applicable to the context of NNB – NL.

It must be recognised that Section 2.6 aims to highlight the broad outline and context of the nature of the Task Orders that may result from time to time at the sole discretion of the Contracting Authority.

The Contracting Authority and the procurement office have considered whether any of the above activities are covered by existing framework agreements of the government. Contractor should have knowledge and experience of nuclear energy and additional laws and regulations. The specialist nature of this tasks was deemed such that it was concluded that the work is not covered by existing framework agreements, such as for example procurement consultancy and organisational advice (in Dutch: Inkoopdiensten contract en leveranciersmanagement C 25508,25528,25529 en Organisatieadvies 40159).

2.6.1 Establishment of the Project Management Office ("PMO")

Framework Scope of Work for the establishment of the NEO NL Program Management Office.

A] Need for a PMO

Recognising the LNPP status and the transition from NEPIO to NEO NL, the need for the creation of a PMO operating under the responsibility of NEO NL is critical in establishing a structured approach to the development of the nuclear program which could be licensable by regulator norms.

B] Objectives of the PMO

The PMO should:

- Establish oversight frameworks for project execution.
- Standardize project management methodologies in line with international best practices (e.g., PMBOK, PRINCE2, or IAEA Nuclear Project Management Guidelines).
- Ensure regulatory compliance with nuclear safety, security, and quality standards.
- Provide risk management strategies to mitigate project delays and budget overruns.
- Develop and implement project planning & cost baselines, performance monitoring, control and reporting mechanisms.
- PMO is to become the centralized information management body for the project.

C] PMO Functional Areas

The TSO should support the development of the PMO so it can cover the following key functional areas (non-exhaustive):

(I). Project Planning & Execution Support

- Establish Project Management Organisation structure, including Project Management, HSE management, Technical management, Environmental management, contract management and project controls.
- Establish a Project Execution Plan (PEP) aligned with the nuclear project lifecycle.
- Develop a detailed Work Breakdown Structure (WBS) and project scheduling framework.
- Integrate cost estimation, budgeting, and financial oversight into project planning.
- Ensure risk assessment and mitigation planning, including supply chain risks and nuclear-specific challenges.
- Support planning for the different work packages in the program.
- Systematic periodic reviews, and decision making scheme.
- Change Management approach.

(II). Quality Assurance & Control

- Support in the development and implementation of the Integrated Management System (IMS).
- Define and implement quality assurance programs to meet nuclear industry standards.
- Establish processes for independent verification and validation (IV&V).
- Ensure compliance with ISO 9001 (Quality Management) and ISO 19443 (Nuclear Supply Chain Quality).

(III). Risk Management & Safety Oversight

- Develop and implement a comprehensive risk management plan for the nuclear project.
- Conduct probabilistic risk assessments (PRA) and establish emergency response frameworks.
- Ensure adherence to nuclear safety culture principles as per IAEA Safety Standards.

(IV). Stakeholder Management & Reporting

- Establish a structured communication and stakeholder engagement plan.
- Ensure periodic reporting to government agencies, investors, and regulatory bodies.

D] PMO Key Deliverables

- Establishment of the PMO framework and operating model.
- Development of project management processes, tools, and templates.
- Implementation of reporting mechanisms.
- Periodic project status reports and performance dashboards.

2.6.2 Development of Owner's Scope (Early Engineering & Design including Site Development activities within the Owner's scope)

To support the development of key early-phase Owner's Scope activities of the LNPP Project.

A] Objectives

To develop the following areas (non-exhaustive):

- Owner's Scope Planning: Defining the project scope, execution roadmap, and key decision points.
- Early Engineering & Design: Developing preliminary engineering, technology requirements, and integration planning.
- Site Selection & Characterisation: Assessing suitable sites for the LNPP.
- Licensing, Permitting & Consenting (non-nuclear): Supporting conventional regulatory processes, including environmental approvals and Conventional Safety Design (CSD) resolutions.

The Contractor will work closely with the Contracting Authority to help ensure these foundational activities align with best international practices, IAEA guidelines, and national regulatory requirements.

B] Scope of Work (non-exhaustive overview)

(I) Owner's Scope Planning

- Develop a comprehensive Owner's Scope Plan
 - Project governance structure and decision-making framework.
 - Definition of Owner's responsibilities versus contractor/vendor scope (DoR).
 - Execution roadmap from site selection to Final Investment Decision (FID).
- Develop an Early Project Risk Register, identifying key risks related to:
 - Financing, regulatory, environmental, and technical uncertainties.
 - Market conditions and supply chain constraints.
- Advise on key contracts and procurement strategy for Owner's services.

(II) Early Engineering & Design

- Develop a preliminary design basis, considering:
 - Technology requirements (alignment with reactor technology selection).
 - Site-specific constraints and design considerations.
 - Grid connection and infrastructure requirements.
- Define initial engineering requirements, including:
 - Conceptual plant layout and integration with existing infrastructure.
 - Cooling water source and discharge requirements.
 - Transport logistics and site access planning.
- Support development of Owner's engineering standards, aligned with:
 - IAEA safety and design requirements.
 - National and EU nuclear regulatory frameworks
 - National Codes & Standards

(III) Site Selection & Characterisation

- Prepare and perform Site Suitability Assessments, including, but not limited to:
 - Site management and construction oversight including HSE
 - Geotechnical investigations and soil studies.
 - Archaeology and unexploded ordnance searches.
 - Meteorological and hydrological characteristics.
 - Environmental and socio-economic factors.
 - Proximity to grid infrastructure and cooling water sources.
 - Flood risk and seismic hazard analysis.
 - Land use and zoning constraints.
- Develop a Site Characterisation Report, summarizing:
 - Site information for
 - The assessment of the suitability of the site;
 - The development of the required supporting documentation for licensing;
 - The development of the site related information for contracting the plant supplier and Bid Invitation Specification;
 - The provision of site information for other needs of the NPP design and construction preparation.
 - Recommendations for preferred site(s) and next steps for approval.

(IV) Licensing, Permitting & Consenting Activities (non-nuclear)

- Map out the licensing and permitting requirements, covering:

-
- Environmental Impact Assessment (EIA).
 - Land acquisition and zoning approvals.
 - Water use and discharge permits.
 - Support the development of application documents for key regulatory approvals and permits
 - Facilitate Conventional Safety Design (CSD) resolutions, ensuring compliance with:
 - Occupational safety and construction standards.
 - Industrial hazard assessments.
 - Develop a regulatory compliance roadmap, defining:
 - Key licensing milestones and engagement strategies with regulators.
 - Timeline for application submissions and expected approval periods.

Note that support on nuclear licensing falls outside of the TSO scope.

C] Deliverables (non-exhaustive list)

- Project Workplan
- Owner's scope planning report
- Preliminary Engineering and Design Report
- Site Characterisation Report
- Licensing and permitting roadmap

2.6.3 LNPP Technology Selection and Procurement Strategy

The Contracting Authority requires technical and strategic support in selecting the most appropriate Large Nuclear Power Plant (LNPP) technology and formulating a robust procurement strategy.

A] Objectives of the LNPP Technology Selection and Procurement Strategy

The objective of this SoW is to ensure:

- Selection of the most suitable LNPP nuclear technology based on key technical, economic, and regulatory criteria for deployment in the Dutch context by developing an independent and neutral BIS.
- Developing a procurement strategy that aligns with international best practices, EU procurement rules, and national energy policies.

B] LNPP Technology Selection and Procurement Strategy Scope Areas

The Contractor should cover the following key areas building on the progress described in 2.1, but not limited to:

(I). LNPP Technology Selection Support

- Analyse and study available existing information collated during the feasibility study as outlined under Technical Feasibility Study in 2.1 for each of the LNPP technologies considering i.a.:
 - Technology maturity, proven operational experience, and global references.
 - Compatibility with national grid and energy policy objectives.
 - Fuel cycle considerations and availability.
 - Waste management and decommissioning implications.
 - Regulatory and licensing feasibility in the national context.
 - Operator responsibilities (Commissioning & start-up, structure, training programmes)
- Conduct a comparative evaluation of reactor vendors based on, i.a.:

- CAPEX and OPEX estimates.
- Construction time and supply chain availability.
- Safety features and compliance with international safety standards (IAEA, EUR, WENRA).
- Local content potential and industrial participation.
- Financing options and vendor support models (e.g., BOO, EPC, JV, Turnkey).
- Facilitate Evaluation, Selection and contracting process, including vendor selection criteria
- Facilitate stakeholder engagement (government agencies, utilities, regulators) to align on the preferred technology options.
- Deliver a Technology Selection Report, including a ranking of the top technology options and justifications.

(II) Procurement Strategy Development

- Support in the definition of the procurement model options considering:
 - Turnkey EPC (Engineering, Procurement, Construction)
 - BOO (Build, Own, Operate)
 - PPP (Public-Private Partnership)
 - Government-to-Government agreements
 - Hybrid models
- Develop a risk-based procurement framework, addressing:
 - Regulatory compliance and approvals.
 - Contracting structures and allocation of responsibilities.
 - Project financing mechanisms (sovereign guarantees, PPA structures).
 - Supply chain and localization considerations.
- Support in the development of the bid/tender strategy, including:
 - Bid Invitation Specification (BIS)
 - Qualification criteria for bidders.
 - Drafting RFP/RFQ documents for future procurement phases.
 - Evaluation framework and scoring methodology.
 - Contracting roadmap
- Deliver a Procurement Strategy Report, detailing the recommended approach, risk mitigation measures, and implementation roadmap.

C] Technology Selection and Procurement Strategy Deliverables (non-exhaustive)

- Project Work Plan
- LNPP Technology Selection Report
- Procurement Strategy Report
- Final Reports and Implementation Roadmaps

2.6.4 Core Team activities

The Contractor shall embed within the Contracting Authorities premises a Core Team aimed at offering Contracting Authority with all necessary support and assistance in reaching milestones up to the signing of the main delivery contract with a technology vendor. The Core Team is responsible for:

- Working together as part of Contracting Authority team to formulate clear, relevant and necessary, timely, achievable and goal-oriented task orders to be undertaken to progress the Project in the interim phase up to technology selection and beyond. However, where subcontracting that task would be a direct conflict of interest with the Contractor, the Contracting Authority is timeously informed of such conflict and all commercial aspects are handed over to the Contracting Authority to lead and negotiate. The Core Team will act impartially when monitoring and controlling any task subcontracted to the Contractor and shall make no decision outside the terms of the specific Further Agreement.
- Management of all areas of the project not limited to monitoring and control of the teams working on delivering the various task, including schedule and cost baseline development and project control, progress monitoring against the baseline, risk management, change management, reporting whilst safeguarding the requisite level of quality and stakeholder

management with relevant parties including the Authority for Nuclear Safety and Radiation Protection (ANVS) as Dutch regulator.

- Advising the Contracting Authority on the sequencing, preparation, execution and finalization of the deliverables within the scope of this framework agreement.
- Act as Contracting Authority representative and ensure Contracting Authority interests for detailing and assisting in subcontracting Task Orders for the works and studies (when deemed necessary).
- Effect the transfer of relevant knowledge to relevant KGG or NEO personnel, in order to build up Contracting Authority competency along the total Agreement period.

2.6.5 General Support Services

(i) Health, Safety and Environment

- In order to build a durable safety culture, strategies need to be developed to ascertain the correct application of health and safety protocols and procedures on the future LNPP construction site.

(ii) Knowledge Transfer, Training & Safety Culture

- Knowledge Transfer and training through the Contracting Authority Project team resources shall be performed by the Contractor contemporaneously within the time schedule during the duration of the project.
- The Training, and knowledge transfer process to be developed by the Contractor and agreed to by the Contracting Authority will ensure innovative considerations including the standard continuous learning ('On-the-Job Training') of the human resources.
- In order that the knowledge transfer mechanisms to be in place as early as possible, a dedicated training & knowledge transfer strategy and program/plan should be provided with the offer to support KGG and NEO NL personnel build-up capabilities and expertise; it may include in-house workshops, plus anything else that the Contracting Authority deems necessary to evolve to an intelligent customer as contemplated by the nuclear best practice.

(iii) Interface Management

- The Contracting Authority will take care of, and manage, the agreements with third parties involved in the project outside the TSO scope, e.g. relevant Authorities, Grid Operator and Fuel suppliers.
- The TSO will provide technical assistance to the Contracting Authority in the management of the interfaces between third parties, the TSO and the Contracting Authority, e.g. site characterisation studies, connection to the high voltage grid, supply of fuel, supply of water, connection to utilities on site, etc.

3. Requirements to this assignment

This section includes the tender submission requirements set by the Contracting Authority and which is to be complied with by the Tenderer concerning

- the requested services and
- the prices and rates.

By submitting a Tender, the Tenderer explicitly consents to all requirements and conditions specified in this Tender document and declares that Tenderer will continue to comply with these throughout the entirety of the Agreement period. Furthermore, the Tenderer confirms that it shall comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in the Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 General Requirements

3.1.1	The Contractor can perform the assignment as described in chapter 2 and has or can have all the job profiles as described in annex 2b. The personnel to be deployed must be Suitably Qualified and Experienced Personnel (SQEP) and can thus perform the described service provision in a professional manner.
3.1.2	Candidates are made available by the Contractor without thereby creating or likely to create an employment contract between the candidate and the Contracting Authority. To that context, the Contractor guarantees to have taken adequate measures without reservation to prevent a suspicion or judgement of an employment relationship as referred to in the previous sentence and, where appropriate, to guard against it.
3.1.3	The Contractor shall ensure that the work is performed in a quality manner and in accordance with the specifications of the Further Agreement. The Contractor shall actively monitor the performance of the personnel he uses and take remedial action if something goes wrong or preventive measures if something threatens to go wrong in this respect and inform the Contracting Authority of such an incident.
3.1.4	All products of Contracting Authority and all tender and (Further) Agreement deliverables between Contracting Authority and Contractor within the scope of the TSO will be in the English language. The linguistical aspects of all products yielded by Contractor are expected to be correct and to be at least of level English C1. Should such linguistical quality be inadequate, Contractor will be expected to amend the quality without additional charge.
3.1.5	Conflicts of Interest Management: A] During the Tender Phase (a) The Tenderer shall inform The Contracting Authority and disclose in writing any case for a conflict of interest or any special interest that has arisen, will arise, or may arise from any dealings with the Contracting Authority or the Tenderer's involvement in the Tender. (b) In determining whether a conflict of interest or any special interest exists, the Tenderer shall take into consideration the position and activities of its employees, subsidiaries, and all other entities directly or indirectly related to the implementation and securing of the services included in the scope of this Tender Document. B] For the duration of the Framework Agreement

	The Contractor and all its personnel shall avoid or prevent (and shall ensure that all subcontractors and any other persons directly or indirectly involved in the performance of the work of this Framework Agreement shall avoid or prevent) any conflicts of interest with the interests of the Contracting Authority and its affiliates, as well as any situation that may result in a conflict of interest in relation to the implementation and performance of the Framework Agreement. The Contractor shall inform the Contracting Authority immediately and disclose in writing any case of conflict of interest or any private interest that has arisen, will arise, or may arise from any transaction related to the activities of the Contracting Authority. The Contractor shall comply and shall procure that all of its personnel and all subcontractors shall comply, with any policies relating to the management of conflicts of interest notified by the Contracting Authority to the Contractor from time to time. The Contractor shall develop a well-considered Conflict of Interest Management Plan for acceptance by the Contracting Authority within one month of Framework Agreement award. Once accepted by the Contracting Authority, implementation of the Conflict Of Interest Management Plan shall be enforced by the Contractor. As part of continuous improvement and from lessons learned, the Contractor shall review and update this plan as is necessary throughout the duration of the Framework Agreement.
3.1.6	The Contractor agrees to and shall sign a confidentiality agreement with the technology suppliers involved, EPZ (operator of the existing Borssele LNPP) and other external parties assisting or supporting KGG or NEO during the Agreement period with the same confidentiality obligation or stricter as agreed upon within the Framework Agreement and its attachments. With respect to the information contained and referenced in the Tender Document all Tenderers agree to be bound by the same confidentiality provisions as defined in Article 13 of General Government Terms and Conditions for Public Service Contracts ARVODI 2018. For the avoidance of doubt, wherever Article 13 stipulates "Contractor" it is replaced with "Tenderer" and "Contract" with "Tender Document" and "Framework Agreement".
3.1.7	Behaviours and Ethics: (a) The Tenderers, its employees, subsidiaries, subcontractors, and anyone involved in the implementation of services required under this Tender Document, shall adhere to all Applicable Laws regulating the behaviour and ethics and all other rules imposed on a Tenderer by virtue of its membership in any professional organization. (b) In all cases the Tenderer shall not obtain or attempt to obtain an undeserved advantage in any way, or to provide any gift or any benefit, whether material or moral, to obtain preferential treatment from the Contracting Authorities employees at any stage of the Tender process.
3.1.8	Contractor shall adhere to relevant Export Control laws, regarding the dissemination of products or technology produced as per this TSO-Agreement.
3.1.9	Contractor commits to supporting the Contracting Authority and to work cohesively and collaboratively with all parties involved in a partnership operating in the spirit of mutual trust and co-operation with a common project goal.
3.1.10	The Contractor can manage multi stakeholder engagement and public sector transitions.

3.1.11	Contractor Staff Pre-employment screening - The Contractor shall be able to demonstrate to the Contracting Authority that adequate pre-employment screening measures have been undertaken on their employees/sub-contractors ('Staff'). The pre-employment screening process shall as a minimum be able to: • authenticate that Staff are who they claim to be; • confirm that Staff have a right to work in the Netherlands. • obtain written declaration by staff of any criminal records; and • confirm that Staff possess the relevant qualifications to undertake the duties effectively and safely (SQEP).
3.1.12	Over the course of the TSO Agreement period, specific Core Team members or other staff of Contractor may require a 'certificate of no objection' (verklaring van geen bezwaar) as issued by the Dutch general intelligence agency (AIVD). Contractor will participate in this process in a co-operative fashion and shall avail to the authorities the required information of staff for the purposes for attaining said certificate. Should the staff member in question fail to attain the certificate, Contractor will offer a replacement staff member of similar competency and experience in accordance with article 6.3 ARVODI.
3.1.13	Contracting Authority can state in a Further Agreement, a minimum of total project hours that are to be performed in the Netherlands. This requirement aims to promote local execution, collaboration, and compliance with national standards and practices. Any deviation from this requirement must be explicitly authorized by the Contracting Authority.
3.1.14	The personnel deployed by the Contractor must sign the <i>Model Integrity Declaration for the Central Government</i> (Annex 7a) prior to the commencement of their activities.

3.2 Requirements relating to the Core Team

3.2.1	One of the award criteria is to demonstrate the quality and strength of the Core Team. The Contractor should ensure that, should there be a change of team members, the Core Team remains of the same or higher quality. Replacement of Core Team members is allowed, but a new member shall first be proposed to the Contracting Authority and the Contracting Authority. The Contracting Authority will not withhold its consent without good reason and may attach conditions to its consent. The fees charged for the staff originally deployed may not be raised if they are replaced.
3.2.2	The members of the Core Team are expected to be available 5 days a week and in principle physically present on Contracting Authority premises 5 workdays per week for a maximum of 9 hours per day and 40 hours per week, barring exceptional circumstances. The possibility of discussing specific periods during which availability via email or phone exceeds working hours. Contracting Authority will arrange for workspaces to be available. The Contractor shall equip the Core Team with hardware tools to undertake the function that the Core Team is intended to serve, including but not limited to e.g. mobile phones and laptops. Contracting Authority will provide software tools, and the digital environment for the development and storage and management of product deliverables associated with the work etc.
3.2.3	The Core Team will be embedded with the Contracting Authority or may be allowed to work the same time periods as the Contracting Authority if not co-located with the Contracting Authority at the discretion of the Contracting Authority.
3.2.4	Contractor must ensure that the following positions are filled by SQEP within the Core Team. Furthermore, the Contractor must indicate which SQEP process has been followed to confirm the SQEP validity of Core Team members:

	• <u>Project leader</u>: Has extensive proven experience in leading multidisciplinary teams dealing with complex nuclear technical specifications and planning. Also has significant personal experience and knowledge of large-scale nuclear power projects (illustrate in CV) • <u>Technical-nuclear lead</u>: Has extensive proven experience dealing with complex nuclear technical specifications, such as Safety analyses, operations & maintainability, generation. (illustrate in CV) • <u>Technical-civil lead</u>: Has extensive proven experience with complex civil construction and infrastructure specifications, such as logistics, foundations, conventional licensing and master planning in The Netherlands. Also has significant personal experience and knowledge of large-scale infrastructure and construction projects (illustrate in CV) • <u>Commercial, contractual and procurement strategy lead</u>: Has extensive proven experience with designing, negotiating and executing contracts for the construction & operation of nuclear new build (illustrate in CV). • <u>PMO lead</u>: Has extensive proven experience with developing and/or managing a Program Management Office of nuclear new build project (illustrate in CV). Members can be added or removed to the Core Team on a Further Request for Quotation by the Contracting Authority. After a Further Request for Quotation, the Contractor shall propose (a) CV/CV's to fill the additional Core Team role(s), which shall need approval by the Contracting Authority. Such additions to the Core Team should not raise the average hourly rate for Core Team members above 400 EUR, excluding VAT.
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3.3 Requirements relating to Tasks Orders

3.3.1	The Contractor shall make available a single e-mail address or contact point to which all Further Quotations can be sent. Its proper functioning is the responsibility of the Contractor.
3.3.2	Contractor is required to submit an offer in line with the requirements for the submission of quotations for a Further Agreement and specifically 7.4.2, which specifies among other requirements a plan of approach, involved personnel (including SQEP confirmation) and/or subcontractors, schedule, payment method (lumpsum or Time and Materials) and prices.
3.3.3	Quotations shall, unless otherwise specified in the Quotation Request, be delivered electronically within 15 working days of receipt of a regular Request for Quotation and 7 working days for an urgent Request for Quotation from the Contracting Authority, subject to the provisions of this Framework Agreement. Obtaining a Quotation shall not incur any cost for the Contracting Authority.
3.3.4	Following approval by the Contracting Authority of a Task Order Tenderer is required to be able to start the task order within ten working days.
3.3.5	The support services in respect to any deliverables shall be considered complete upon the acceptance of the Deliverables by Contracting Authority
3.3.6	The Services provided by the Contractor shall be performed with the degree of skill, diligence, prudence and operating practice, which would reasonably and ordinarily be expected from an (international) engineering company engaged in the same type of undertaking under similar circumstances. The Contractor will ensure that Task Orders will be executed by SQEP personnel using all reasonable skill and care.
3.3.7	Contractor is to adhere to additional instructions from Contracting Authority during the execution of task orders. Should Contractor believe that this adherence compromises the quality, feasibility or the timeline of the task order, Tenderer is to substantially and as soon as possible inform Contracting Authority of this.

3.3.8	Contracting Authority can commission parties outside this Framework Agreement to perform audits, legal checks or third-party reviews on Task Order deliverables. Contractor, and its personnel and/or subcontractors, is to cooperate in good faith with any such commissions.
3.3.9	Task Order deliverables must be (legally) applicable to NNB - NL.
3.3.10	Task Orders are requested through a Further Request for Quotation, based on either (a) a fixed price or (b) actual time spent. For (a) Fixed Price Task Order – The Contractor estimates how many hours are needed and uses the rates in the rate card (Annex 2b) to calculate the proposed price for the task. The Contracting Authority may choose to negotiate this price and agree on a final amount. For (b) Time-Based Task Order – The Contractor estimates the number of hours needed for each type of work to complete the task, using the rates in the rate card (Annex 2b) to calculate the estimated cost. In this case, the Contractor must provide timesheets to the Contracting Authority to check and confirm the hours being billed. Hours will be paid as agreed in the Further Agreement.

3.4 Requirements relating to interaction with contract manager

3.4.1	Contractor is to initiate yearly evaluations with a contract manager designated by Contracting Authority to evaluate your adherence to the requirements stated in this document and the quality of your output.
3.4.2	For the yearly evaluation stated in 3.4.1, Contractor is to supply Contracting Authority with documentation addressing the following points: - Total amount of Task Orders; - Currently ongoing Task Orders; - Adherence to requirements regarding social return (3.9); - Measures taken in accordance with environmental requirements (3.8); - Received complaints and their handling; - Proposals to improve the rendering of services for Contracting Authority.
3.4.3	An evaluation as described in 3.4.1 can take place at the request of the Contracting Authority after an event or task deemed by Contracting Authority to be of special significance, either by virtue of contents or volume.

3.5 Requirements relating to the prices/rates

3.5.1	The Tenderer will provide an overview of the prices and rates applicable to this assignment by completing the Appendix 2a and 2b.
3.5.2	The price/rates should be all-inclusive, yet excluding VAT. At the least, they should include all the following: salary costs or other compensation, overhead costs (e.g., housing and support staff salaries), costs for support work, equipment usage, BYOD costs, intelligence agency screening costs, VOG (certificate of conduct), all travel and accommodation costs, parking fees, training costs, replacements, premiums, burdens, profit margins, reports, management fees, evidence costs, insurance costs, invoicing costs, as well as any agency margin or surcharge related to the Framework Agreement execution.
3.5.3	The agreed rates are fixed at least until January 1, 2027. Requests for indexation can be submitted only once a year, exclusively in the month

	of October. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address contractmanagement@RVO.nl. Prices and rates may be adjusted in line with the price index published by Statistics Netherlands (Centraal Bureau for de Statistiek) for hourly rates of pay, including special remuneration established under collective labour agreements, in the business services sector. For this purpose, the figure for the preceding month will be used, with the index for the starting date of the Agreement being set at 100%. The Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority concert. The request will contain the old prices/rates versus the new prices and rates. Following receipt of the request, the Contracting Authority will send a confirmation to the Contractor if the request is granted. The rates of Further Agreements already provided based on the Framework Agreement are not indexed excluding the rates of the Core Team.
3.5.4	The Tenderer will not submit any zero or negative prices/rates.
3.5.5	No (all-inclusive) hourly rate of any Core Team member should exceed €400,- excluding VAT.
3.5.6	The all-in hourly rate of the other functions may not exceed the maximum hourly rate as indicated in section 5.3.2.

3.6 Tax-related requirements

3.6.1	The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (<i>Belastingdienst</i>) or other tax authorities.
3.6.2	The Tenderer will quote the prices according to the following structure: • the amount excluding Dutch VAT and any VAT due outside the EU; • the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and; • the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
3.6.3	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.
3.6.4	Tenderer is liable for any extra costs for Dutch and/or foreign VAT due if Tenderer incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, Tenderer is liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
3.6.5	Tenderer guarantees that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

3.6.6	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.
3.6.7	If Tenderer believes that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then Tenderer agrees to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by Tenderer in the quotation. Tenderer will provide this statement in English. If the statement from the foreign tax authorities is not in English, then Tenderer agrees to provide a sworn translation of this statement, the costs of which will be borne by Tenderer.

3.7 Invoicing requirements

3.7.1	For Task Orders, invoicing shall take place in this manner as described in the further request for quotation.
3.7.2	For the Task Order regarding the deployment of the Core Team specifically: The Contractor must enclose with the invoice a summary of the hours actually expended by the members of the Core Team in accordance with the agreed hourly rates. Additional to the summary, the approved time sheets must be provided. The statement showing the hours actually performed must be approved by the Contracting Authority.
3.7.3	For companies established in the Netherlands only <u>E-invoicing</u> The general terms and conditions that apply to this Agreement contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways: • The invoicing portal of the Dutch government • E-invoicing with your own (accounting) software package through Peppol • E-invoicing through a service provider. For companies not established in the Netherlands. The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

3.8 Environmental requirements

3.8.1	Correspondence and products (reports, letters, reports, etc.) within the scope of the Framework Agreement, Contractor will deliver them digitally as much as possible, unless explicitly stated otherwise by the Contracting Authority. If the products must be delivered in hardcopy, these documents will be printed on both sides wherever possible and the (copy)paper must be made of 100% recovered paper fibre, of which at least 65% consists of post-consumer recycled fibre. Recovered paper fibres include both post-consumer recycled fibres and pre-consumer recycled fibres from paper mills, also known as offcuts. Post-consumer recycled fibres can come from consumers, offices, printers, bookbinders, etc.
3.8.2	The Contractor takes or has taken measures that reduce the environmental impact (energy consumption, CO2 emissions, NOx, particulates, noise pollution) of transport directly related to the performance of the Agreement for the Contracting Authority. After the award of the Agreement, within one (1) month, the Contractor shall submit to the Contracting Authority, to the following email address contractmanagement@RVO.nl , a proposal which measures the Contractor will take or has taken to reduce the environmental impact directly related to the performance of the Framework Agreement. Along with aforementioned proposal, the Contractor

	shall send a draft report for the environmental impact. This draft report needs the approval of the Contracting Authority.
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3.9 Requirements relating to social return

3.9.1	Social goals are no longer a side issue in the tendering process but are becoming an essential part of the process. This is apparent in the government's procurement strategy 'inkopen met impact'^[1] ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025^[2]. The agreements to be concluded as result of this tender, therefore provide the possibility for the Contracting Authority, together with Contractors, to stimulate social developments that contribute to the realization of policy goals or social effects that the Dutch government considers important. Contractors are expected to contribute to these goals. This is possible through so-called social return pilot projects. Proposals for social return pilot projects can only be submitted on request and after initiation by the Contracting Authority. The pilot projects can only be carried out in coordination with and after acceptance of proposals by the Contracting Authority. <i>Social return pilot projects</i> The aim of the social return pilot projects is to realize social goals. This can be done by additionally employing people with a distance to the labor market and/or improving their prospects for work and income. The pilot projects give the Contractor room for customization, experimenting with form-free interpretation and/or serving a broad selection of social objectives. They can be directly or indirectly related to the assignment(s) in the agreement. Think, for example, of training and supervising people from specific target groups. In order to help them in their personal development and to help them gain a better perspective on a suitable job. After the award of the Framework Agreement, within one (1) month, the Contractor shall submit a proposal (project plan) for a social return pilot project, to the following email address contractmanagement@RVO.nl. The Contracting Authority can provide ideas or possibilities for the project that match the objectives and needs. In your proposal, you describe which target group(s) you want to help, how you want to achieve social impact, what impact you are aiming for and what is needed to achieve this. If desired, you can coordinate this with the Contracting Authority and/or other parties. Your proposal for a social return pilot project will become part of the agreement after acceptance by the Contracting Authority. The project will be monitored and evaluated afterwards. More information about the social return pilot projects can be found at http://www.maatwerkvoormensen.nl (in Dutch only). <i>Specific requirements for the social return pilot projects</i> The Contractor has room to translate its own ambitions/ideas for delivering social impact into a concrete proposal for a pilot project. This proposal is in line with the possibilities and wishes of the Contracting Authority and offers the Contractor the opportunity to realize these ambitions. The goal for the (additional) social impact to be achieved with this project is concrete, ambitious, yet achievable and realistic. The proposal for a social return pilot project will become part of the agreement after coordination with and acceptance by the Contracting Authority. You will then carry out the social return pilot project based on a best-efforts obligation.
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[1] <https://www.rijksoverheid.nl/documenten/kamerstukken/2019/10/28/kamerbrief-over-inkoopstrategie-rijksoverheid>

[2] <https://www.rijksoverheid.nl/documenten/kamerstukken/2021/01/22/kamerbrief-nationaal-plan-maatschappelijk-verantwoord-inkopen-2021-2025>

	The starting point is that the objective of a social return pilot project can be achieved within twelve (12) months after the start. Depending on the success of the project, it can be continued in the same or slightly modified form and with a level of ambition to be agreed upon for (additional) social impact during the remaining term of the agreement. Parties can agree on modifications in the pilot project in writing. The pilot project has a value of approximately 2 per cent of the Agreement value (Agreement value of the further agreements concluded). The social return pilot project must not involve crowding out or unfair competition in the labor market, whereby the social impact achieved is at the expense of other people's jobs. In a general sense, the pilot project is in line with government policy. In principle, the Contractor will report to the Contracting Authority every year about the progress of the social return pilot project and the (provisional) social impact which is achieved. At the request of the Contracting Authority, the Contractor is, in principle, prepared to share its experiences with the pilot project with the Dutch government.
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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 Agreement. 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' (Annex 1).

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

4.2 Exclusion Grounds

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

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C that have been selected by the 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.

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

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

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

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.

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.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Agreement 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.

4.3.1 Financial and economic standing

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

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Agreement period that may have a similar compromising effect.
- c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Agreement being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the Agreement for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Agreement incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

The Contracting Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

Competency 1: Owner's Scope Development - Site Characterization Management & procurement	Demonstrated experience as TSO, Owner's Engineer or equivalent in managing comprehensive site selection and characterization processes for new-build NPPs. Ability to develop, procure and manage site investigation contracts, including soil investigations (CPTs, boreholes), topographical surveys, and environmental baselining.
Competency 2: Owner's Scope Development - Site Characterization Expertise	Expertise in geotechnical, hydrological, seismic and environmental investigations leading to site suitability reports accepted by national regulators.

Competency 3: Owner's Scope Development Logistics infrastructure development	Proven experience in developing master plans and transportation infrastructure design for LNPP or large industrial or infrastructural sites. (>500M euro projects) <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i>
Competency 4: Owner's Scope Development Logistics infrastructure development	Proven experience as TSO, Owner's Engineer or equivalent in engineering and design of temporary and enabling works (e.g. access roads, laydown areas, construction utilities, Marine Offloading Facility (MOLF), coastal protection). Experience and expertise in planning (probabilistic & deterministic) and cost evaluation.
Competency 5: Owner's Scope Development Enabling works management & oversight	Proven experience in managing delivery of construction and commissioning of pre-nuclear works, aligned with regulatory and environmental requirements.
Competency 6: Owner's Scope Development Dutch Licensing & permitting Expertise & experience	Strong background in Dutch permitting and consenting frameworks, including Environmental Impact Assessment (EIA), zoning, building and water permits. Experience and expertise in planning (probabilistic & deterministic).
Competency 7: Owner's Scope Development Dutch Licensing & permitting management & oversight	Track record of successfully supporting as TSO, Owner's Engineer or equivalent the totality of conventional regulatory processes for large capital infrastructure or energy projects (>€500M) in the Netherlands. <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i> Coordination of multi-disciplinary inputs to licensing deliverables and public consultation.
Competency 8: Owner's Scope Development Early Engineering and Design Development civil structures in the Netherlands	Proven track record for a role as TSO, Owner's Engineer or equivalent for a large infrastructure or energy project in the Netherlands (>€500M). <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i>
Competency 9: Owner's Scope Development Management Requirements	Proficiency in project controls, interface management, and aligning contractor/vendor scopes to owner responsibilities for a LNPP.
Competency 10: Owner's Scope Development Foundations design in the Netherlands	Experience with civil and structural design of large-scale facilities in the Netherlands, with deep understanding of soil-structure interaction, Dutch building codes, and water table considerations.
Competency 11: Owner's Scope Development	Demonstrated capability to develop foundation design and licensing documentation for a NPP. Experience and expertise in planning (probabilistic & deterministic) and cost evaluation.

Foundations design LNPP	
Competency 12: LNPP Procurement and Technology Selection Operator Experience & requirements	Extensive knowledge and expertise in Nuclear Operations. Familiarity with operating procedures, maintenance planning, and human factors engineering. Skilled in drafting Nuclear Operations bid packages (BIS, RFP/RFQ) and developing qualification and evaluation frameworks.
Competency 13: LNPP Procurement and Technology Selection Procurement strategy Development	Track record in defining and delivering procurement advice and implementing this in strategies, tender and Agreement documents for major infrastructure, energy or nuclear projects. (>€500M per project). <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i> Experience in contract management & enactment for project.
Competency 14: LNPP Procurement and Technology Selection Procurement & contracting experience and expertise	Experience with different contracting and delivery models (including, but not limited to EPC, BOO, PPP, G2G). Skilled in drafting commercial bid packages (BIS, RFP/RFQ) and developing qualification and evaluation frameworks.
Competency 15: LNPP Procurement and Technology Selection NPP technology expertise	In-depth knowledge and experience of current reactor designs (EPR, AP1000) and their global track records. Advised on minimal 1 LNPP new-build project as TSO, Owner's Engineer or equivalent. Familiarity with IAEA safety requirements, EUR, WENRA guidelines, and integration with national frameworks.
Competency 16: LNPP Procurement and Technology Selection NPP technology procurement	Demonstratable Capability to evaluate reactor technology options against criteria like CAPEX/OPEX, contractual incentives and obligations, licensing feasibility, safety performance, vendor support models. Skilled and experience in drafting NPP technology bid packages (BIS, RFP/RFQ) and developing qualification and evaluation frameworks.
Competency 17: LNPP Procurement and Technology Selection Nuclear Fuel and Nuclear Waste Management	Track record of developing a strategy and implementation plan for the full fuel cycle (front- and back end).
Competency 18: LNPP Procurement and Technology Selection decommissioning	Experience and expertise in evaluating decommissioning plans for LNPP's
Competency 19: LNPP Procurement and Technology Selection	Capability to draft and negotiate nuclear fuel contracts with delivery vendors. Skilled in drafting nuclear fuel bid packages (BIS, RFP/RFQ)

Fuel contracting	and developing and developing qualification and evaluation frameworks.
Competency 20: LNPP Procurement and Technology Selection Conventional/ site specifics requirements	Experience as TSO, Owner's Engineer or equivalent in drafting and setting requirements relating to the site specific design. Skilled in drafting bid packages (BIS, RFP/RFQ) and developing qualification and evaluation frameworks.
Competency 21: LNPP Procurement and Technology Selection Conventional/ site specifics expertise and experience	In depth knowledge of site specific design aspects of a LNPP. Ability to tailor nuclear vendor design inputs to national and site-specific conditions, including grid connection, cooling systems, seismic risk, and local environmental constraints. Experience and expertise in planning (probabilistic & deterministic) and cost evaluation.
Competency 22: LNPP Procurement and Technology Selection Commercial evaluation	Experience in supporting the commercial evaluation of NPP vendors, including lifecycle cost modelling, vendor financing options, and public-private risk allocations.
Competency 23: LNPP Procurement and Technology Selection Project financing	Proficient in (advising on) structuring project financing mechanisms for major infrastructure, energy or nuclear projects (>€500M per project), including engagement with potential external financing parties. <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i>
Competency 24: LNPP Procurement and Technology Selection procurement	Demonstratable experience in commercial procurement for a LNPP. Skilled in drafting bid packages (BIS, RFP/RFQ) and developing qualification and evaluation frameworks.
Competency 25: LNPP Procurement and Technology Selection Commercial Terms	Experience in drafting the Heads of Terms for the procurement of a major infrastructure, energy or nuclear project. (>€500M) <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i>
Competency 26: LNPP Procurement and Technology Selection Westinghouse experience	Demonstratable experience as TSO, Owner's Engineer or equivalent in a LNPP new build project with Westinghouse as main contractor (procurement/construction of an AP1000).
Competency 27: LNPP Procurement and Technology Selection EDF experience	Demonstratable experience as TSO, Owner's Engineer or equivalent in a LNPP new build project with EDF as main contractor (procurement/construction of an EPR).
Competency 28: PMO Development	Proven track record of development of a PMO structure and organisation for a LNPP new build project.

Project control & monitoring	Expertise in developing and implementing performance dashboards, KPIs, and reporting tools across large-scale infrastructure portfolios. Experience with risk management frameworks, probabilistic risk assessments (PRA), and interface oversight.
Competency 29: PMO Development Quality Assurance	Experience and expertise in designing & monitoring quality assurance programs in a nuclear regulated environment.
Competency 30: Knowledge transfer & Training	Demonstratable experience in providing knowledge transfer and training.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.
 - The reference assignment must have been executed or completed within the twenty years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignment(s) must be at least 10 million euros excl. VAT. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

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

Evidence (submit together with the Tender)

You must provide one reference for each core competence (not more than one). If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences. You will use Annex 4 for this purpose.

Please note that the reference should be submitted directly with the Tender. However, to limit the Tenderer's burden, the reference does not have to be signed by the referent (the client) at their submission. The Contracting Authority only requires reference signing from the winner of this Tender.

The references must also demonstrate that they have a total value of at least 10 million euros excl. VAT.

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

4.3.3 Quality assurance (technical qualifications)

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

- That he has a quality-assurance system that is at least equivalent to a certified quality-assurance system. By 'equivalent', the following is meant:
 - 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, 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 Agreement 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.

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. This total amount is portioned as follows:

Nr	Number of points	Award Criteria
Criteria regarding quality (700 points)		
1.	300	Quality of service
2.	300	Quality and merits of the proposed Core Team
3.	100	Knowledge transfer and execution
Criteria regarding price (300 points)		
4.	100	The average hourly rate for the employment of the Core Team
5	-	Average hourly rate for the other functions
5.1	40	Average hourly rate Grade I
5.2	40	Average hourly rate Grade H
5.3	40	Average hourly rate Grade G
5.4	30	Average hourly rate Grade F
5.5	20	Average hourly rate Grade E
5.6	15	Average hourly rate Grade D
5.7	5	Average hourly rate Grade C
5.8	5	Average hourly rate Grade B
5.9	5	Average hourly rate Grade A
Total	1000	

5.2 Criteria regarding quality

5.2.1 Award criterion 1: Quality of Service

Max. points available	Assessment Aspects
300 points	Contracting Authority wishes to work with an organization that strives for and delivers high-quality service, both in quantity and quality. In view of this, the Tenderer is requested to submit three method statements detailing how the Tenderer intends to execute its tasks within the following scope components: • LNPP Procurement and Technology Selection • Early Engineering & Design, including Site Selection, Site Characterization, Conventional Licensing & Permitting/Consenting Activities and owner scope construction (preparation)-related activities • Program Management Office of NEO NL Each method statement should include: • The overall vision and strategy regarding the scope component. • Identification of the top three most critical Further Agreements containing Task Orders within each scope component and within the time frame of the TSO-framework agreement.

	• Outline of the methodology for executing two of the top three task orders. • Specification of the expected resources required (expressed in time, budget, and FTE). • Identification of the top 5 risks (based on likelihood × impact × control factors for major delays or cost overruns — site-generic). For each risk, provide a brief description and an associated mitigation strategy. For the scope component LNPP Procurement and Technology Selection, the following additional guidance to the method statement applies. This method statement should include: - level 0 and level 1 milestone schedule, identifying interdependencies and workstream breakdown, assuming the following tentative key dates: ○ Start formal procurement 1 Jan 2026 ○ Site selected 1 Oct 2026 - Top 5 key Owner's requirements, providing a brief description of each along with an explanation of its importance, its impact on the project and major points of attention. For the scope component early Engineering & Design, the following additional guidance to the method statement applies. This method statement should include: - Site generic level 0 and level 1 milestone schedule, identifying interdependencies and workstream breakdown, assuming the following tentative key dates: ○ Start formal procurement 1 Jan 2026 ○ Site selected 1 Oct 2026 For the scope component PMO, the following additional guidance to the method statement applies. This method statement should at least include: - Perspective on a PMO structure and organization for NEO NL at the start of the Technology Selection stage - Perspective on a PMO structure and organization for NEO NL after Vendor Selection/Agreement Award - Perspective on a PMO structure and organization for NEO NL at Commissioning - Perspective on how the transition between these stages can be successfully navigated Additionally, Contracting Authority finds it important that the awarded organization has a solid understanding of the assignment. The Tenderer should describe how it handles situations such as: • Managing and preventing conflicts of interest and media attention. • Collaboration between the Contractor and Contracting Authority both on-site and remotely (digitally), as well as cooperation with other organizations. Each method statement must be a maximum of eight A4 pages. The additional points (conflicts of interest, collaboration, and network) must be described in a maximum of three A4 pages, in easy-to-read font and size, such as Verdana 9 pt. If the page limit is exceeded, the extra content will not be considered for scoring and will be disregarded as part of the Tender.
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	Evaluation Criteria The evaluation team will assess the Tender based on the following aspects: • Method statements: Understanding of the assignment (max. 80 points per method statement (so a total of 240 points)): ○ The extent to which the Tenderer demonstrates, through the method statements, an understanding of the project objectives and the ability to identify the right priorities within each scope component. ○ The qualitative and quantitative approach to fulfilling Contracting Authority's needs and aligning with Contracting Authority's objectives. ○ The degree to which the proposed approach and methodologies ensure that the plan is concrete, feasible, and realistic. ○ The identification of potential risks and demonstration of proactive risk management and mitigation. • Handling of conflicts of interest and integrity issues (max. 30 points): ○ How Tenderer demonstrates awareness of different goals, as well as preventive measures to recognize, prevent, and resolve conflicts of interest and integrity issues throughout the framework agreement and Further Agreements. • Collaboration strategy (max. 30 points): ○ How the Tenderer envisions a successful and optimal collaboration with Contracting Authority and other involved organizations. This award criterion consists of both a written submission and a presentation. Where the written submission will be assessed first and then the presentation will take place. The presentation will cover the written submission related to evaluation criterion 1 (Method statements) of award criterion 1: Quality of Service. Evaluation Process The written proposals will be evaluated first. Each member of the evaluation team will assess the tenders individually. Following this, a first consensus meeting will be held. During this meeting, based on the individual assessments, the final scores for each evaluation criterion per award criterion will be determined. Subsequently, on 16/17th of September 2025, the tenderers will deliver their presentations. Immediately after the presentations, a second consensus meeting will take place. During this meeting, the score for Evaluation Criterion 1 (method statements) under Award Criterion 1—previously determined in the first consensus meeting—may be revised. The score can either remain the same or be adjusted by one point up or down. Based on this, assessors may adjust their scores according to the following options: 1. Score remains unchanged – If the presentation confirms the previous evaluation based on the written submission, the score stays the same.
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	2. Score decreases – If the presentation does not reinforce the previous evaluation based on the written submission, the score may be lowered. 3. Score increases – If the presentation strengthens the previous evaluation based on the written submission, the score may be increased. Presentation Format (per tenderer): • Maximum of 40 minutes. • The evaluation team will ask a fixed set of questions, the same for all tenderers. Purpose of the Presentation: • To provide a verbal explanation of the written proposal. • To offer clarification for the evaluators. • To answer any questions and resolve ambiguities raised by the evaluation team. Please note: No new information may be introduced during the presentation. All content must already be included in the written submission. Presentation Requirements • At least two Core Team members (as defined in Award criterion 2) must be present. • No new information may be provided; the Q&A will be based solely on the written plan of approach. • The evaluation of the submitted tenders will not be disclosed during the presentation. • Contracting Authority may record audio from the presentation. • The presentation will be conducted in English. • The presentation will take place physically at the Contracting Authority's office in The Hague.
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5.2.2 Award criterion 2: Quality and merits of the proposed Core Team

Max. points available	Assessment Aspects
300 points	The Tenderer must convince Contracting Authority that they have a clear understanding of the necessary Core Team expertise required to successfully execute the assignment. Tenderer is requested to provide a description of the proposed Core Team, including: • A description of the Core Team members, including names, roles, and relevant knowledge and experience (more detailed CVs can be attached as an appendix). The Core Team composition must meet the requirements outlined in 3.2. • A detailed explanation of the team's composition in the Tender. • A description of the intended role/task distribution among the team members, including the allocated working hours and justification for why each person is suitable for (their specific part of) the assignment. • A description of how Tenderer ensures the continuous availability of sufficiently qualified (meeting the stated requirements) personnel throughout the duration of the Framework Agreement.

	The above must be presented in a maximum of two A4 pages, in easy-to-read font and size, such as Verdana 9 pt. More detailed CVs included as appendices will not be counted towards the maximum page limit. If the maximum number of pages is exceeded, the excess content will not be considered for scoring and will be regarded as not part of the Tender. Evaluation Criteria The evaluation team will assess the Tender based on the following aspects: • The extent to which the knowledge and experience level of the proposed Core Team is (and remains) adequate for successful execution of the assignment. • The extent to which the team composition is sufficient for successfully executing the assignment. • The extent to which Tenderer ensures that there is always a sufficient number of qualified personnel available throughout the duration of the assignment. The final score will be based on the combined assessment of these aspects.
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5.2.3 Award criterion 3: Knowledge Transfer strategy and execution

Max. points available	Assessment Aspects
100 points	For Contracting Authority, employees are the most valuable asset. This includes both employees directly employed by Contracting Authority and candidates working through a Framework Agreement. Therefore, Contracting Authority prefers to work with organizations that actively ensure effective knowledge transfer to Contracting Authority's personnel. Given this, Tenderers are requested to submit a description addressing the following aspect: • How Tenderer ensures effective knowledge transfer to the Contracting Authority's personnel. The above must be presented in a maximum of two A4 pages, in easy-to-read font and size, such as Verdana 9 pt. If the maximum number of pages is exceeded, the excess content will not be considered for scoring and will be regarded as not part of the Tender. Evaluation Criteria The evaluation team will assess the submission based on the following aspect: • The methods and/or approaches used for knowledge transfer to the Contracting Authority's personnel (100 points).

5.3 Award criteria regarding prices and rates, excluding VAT

5.3.1 Award criterion 4: The average hourly rate for the employment of the Core Team.

Max. points available	Assessment Aspects
100 points	Tenderer must submit a fully completed Annex 2a Pricing Sheet (Core Team hourly rates) along with their Tender.

	Important: The maximum hourly rate per Core Team member is €400 excluding VAT. This amount cannot be exceeded. If a Tenderer offers an hourly rate above €400 excluding VAT, the Tender will be disqualified and excluded from further evaluation (see requirement 3.5.5). Annex 2a includes the following roles and associated hourly rates : • Project Leader: Extensive experience in leading multidisciplinary teams handling complex nuclear technical specifications and planning. Also has significant personal experience and knowledge of large-scale nuclear power projects. • Technical-Nuclear Lead: Experience dealing with complex nuclear technical specifications, such as safety analyses, operations & maintainability, and power generation. • Technical-Civil Lead: Extensive experience with complex civil construction and infrastructure specifications, such as logistics, foundations, conventional licensing, and master planning. Also has significant personal experience and knowledge of large-scale infrastructure and construction projects. • Commercial, Contractual, and Procurement Strategy Lead: Extensive experience in designing, negotiating, and executing contracts for the construction & operation of new nuclear builds. • Project Management Office Lead: Extensive experience in establishing and/or managing a Project Management Office for new nuclear build project. The proposed hourly rates for each Core Team member are binding for the duration of the Framework Agreement, except for possible indexation adjustments. The hourly rates must be all-inclusive, excluding Dutch VAT. This includes, but is not limited to: salary costs or other compensation, overhead costs (e.g., housing and support staff salaries), costs for support work, equipment usage, BYOD costs, intelligence agency screening costs, VOG (certificate of conduct), all travel and accommodation costs, parking fees, training costs, replacements, premiums, burdens, profit margins, reports, management fees, evidence costs, insurance costs, invoicing costs, as well as any agency margin or surcharge related to the Framework Agreement execution (see requirement 3.5.2). The yellow fields in Annex 2a must be completed with the Tenderer's proposed hourly rates. The average hourly rate will be automatically calculated based on the filled-in rates. Tenderer's final score for the average hourly rate of the Core Team will be rounded to two decimal places (see also section 5.5.1).
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5.3.2 Award criterion 5: hourly rates of the other functions

Max. points available	Assessment Aspects
In total 200 points	Tenderer must submit a fully completed Annex 2b Pricing Sheet (Hourly Rates for Other Functions) along with their Tender.

	For each job profile, Tenderer must offer a maximum hourly rate, which will be binding for the duration of the Framework Agreement, except for potential indexation adjustments. In your Tender, the offered hourly rate may not exceed the maximum hourly rate but may be lower. The hourly rates must be all-inclusive, excluding Dutch VAT. This includes, but is not limited to: salary costs or other compensation, overhead costs (e.g., housing and support staff salaries), costs for support work, equipment usage, BYOD costs, VOG (certificate of conduct), all travel and accommodation costs, parking fees, training costs, replacements, premiums, burdens, profit margins, reports, management fees, evidence costs, insurance costs, invoicing costs, as well as any agency margin or surcharge related to the Framework Agreement execution (see requirement 3.5.2). The average hourly rate per grade will be automatically calculated based on the filled-in rates. Tenderer will receive a score per average hourly rate per grade. - For job profiles under grade I, the hourly rate may not exceed € 390,00 excluding VAT. The maximum score is 40 points. - For job profiles under grade H, the hourly rate may not exceed € 310,00 excluding VAT. The maximum score is 40 points. - For job profiles under grade G, the hourly rate may not exceed € 285,00 excluding VAT. The maximum score is 40 points. - For job profiles under grade F, the hourly rate may not exceed € 230,00 excluding VAT. The maximum score is 30 points. - For job profiles under grade E, the hourly rate may not exceed € 180,00 excluding VAT. The maximum score is 20 points. - For job profiles under grade D, the hourly rate may not exceed € 165,00 excluding VAT. The maximum score is 15 points. - For job profiles under grade C, the hourly rate may not exceed € 140,00 excluding VAT. The maximum score is 5 points. - For job profiles under grade B, the hourly rate may not exceed € 110,00 excluding VAT. The maximum score is 5 points. - For job profiles under grade A, the hourly rate may not exceed € 48,00 excluding VAT. The maximum score is 5 points. If a Tenderer offers an hourly rate above the maximum hourly rate per grade above, the Tender will be disqualified and excluded from further evaluation (see requirement 3.5.6). Tenderer's score for the average hourly rate per grade will be rounded to two decimal places (see also section 5.5.1).
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5.4 Assessment methodology for the Qualitative award criteria

5.4.1 Assessment of the qualitative award criteria

For each award criterion, the relevant assessment aspects are indicated and what accompanying weighting is used.

The evaluation team uses the follow assessment framework for the assessment of award criterion 1:

Quality of the response	Description of quality denominator	Weighting percentage of the maximum points available for evaluation criterion: <u>Method statements: Understanding of the assignment</u> (max. 80 points per method statement)	Weighting percentage of the maximum points available for evaluation criteria: <u>Handling of conflicts of interest and integrity issues</u> (max. 30 points) and <u>Collaboration strategy</u> (max. 30 points)
Excellent	The Tender provides a highly relevant, applicable, and well-elaborated response to the Contracting Authority's request. It includes one or more additional valuable elements exceeding the Contracting Authority's expectations, offering significant added value. Comparable to a rating around 9 or higher out of 10.	100%	100%
Good	The Tender provides a comprehensive, relevant, and well-structured response to the Contracting Authority 's request. All required components are well explained, substantiated with concrete and relevant details. Comparable to a rating around 8 out of 10.	75%	80%
Exceedingly sufficient	The Tender provides a relevant, applicable, and more-than-adequate response to the Contracting Authority's request. The required elements are included and largely meet expectations. Comparable to a rating around 7 out of 10.	35%	60%
Sufficient	The Tender addresses the requested aspect in relation to the assignment. It includes the required elements and meets the minimum expectations. Comparable to a rating around 6 out of 10.	0%	40%
Insufficient	The Tender does not fully meet expectations. It provides only a partial or inadequate response, failing to instill confidence in achieving objectives or successful project execution. Comparable to a rating around 5 out of 10.	Disqualification*	20%
Poor	The Tender does not answer the question in a meaningful way and does not align with the Contracting Authority's request at all. Comparable to a rating around 4 or lower out of 10.	Disqualification*	0%

* If the score is for the evaluation criteria 'Method Statements' is lower than "Sufficient", the Tender will be excluded from further participation in the award procedure.

The evaluation team uses the scale below to weight the quality of the submission for award criterion 2:

Quality of the response	Description of quality denominator	Weighting percentage of the maximum points
Excellent	The team far exceeds expectations. It possesses exceptional expertise and experience, and the team composition is optimally aligned with the requirements. This results in maximum added value and a very high level of confidence in the successful execution of the assignment.	100%
Highly Adequate	The team is highly adequate and goes noticeably beyond expectations. The team is convincing, and the knowledge and commitment of the experts are consistently present. The team is highly experienced and its composition is very well aligned with the requirements. This creates added value and instills strong confidence in the successful execution of the assignment.	75%
More Than Adequate	The team broadly meets expectations and offers above-average relevant experience. The team composition aligns well with the requirements and is therefore more than adequate for the execution of the assignment.	40%
Adequate	The team meets expectations. It is sufficiently experienced and the composition is adequate for the execution of the assignment.	0%
Insufficient	The team does not meet expectations and lacks the required experience or knowledge in key areas. The team composition does not align well with the requirements, significantly reducing confidence in the successful execution of the assignment.	Disqualification*
No Response	No relevant response provided.	Disqualification*

** If the score is lower than "Adequate", the Tender will be excluded from further participation in the award procedure.*

The evaluation team uses the follow assessment framework for the assessment of award criterion 3:

Quality of the response	Description of quality denominator	Weighting percentage of the maximum points available
Excellent	The Tender provides a highly relevant, applicable, and well-elaborated response to the Contracting Authority's request. It includes one or more additional valuable elements exceeding the Contracting Authority's expectations, offering significant added value. Comparable to a rating around 9 or higher out of 10.	100%
Good	The Tender provides a comprehensive, relevant, and well-structured response to the Contracting Authority 's request. All required components are well explained, substantiated with concrete and relevant details. Comparable to a rating around 8 out of 10.	75%
Exceedingly sufficient	The Tender provides a relevant, applicable, and more-than-adequate response to the Contracting Authority's request. The required elements are included and largely meet expectations. Comparable to a rating around 7 out of 10.	35%
Sufficient	The Tender addresses the requested aspect in relation to the assignment. It includes the required elements and meets the minimum expectations. Comparable to a rating around 6 out of 10.	0%
Insufficient	The Tender does not fully meet expectations. It provides only a partial or inadequate response, failing to instil confidence in achieving objectives or successful project execution. Comparable to a rating around 5 out of 10.	Disqualification*
Poor	The Tender does not answer the question in a meaningful way and does not align with the Contracting Authority's request at all. Comparable to a rating around 4 or lower out of 10.	Disqualification*

** If the score is lower than "Sufficient", the Tender will be excluded from further participation in the award procedure.*

5.5 Assessment methodology for the prices and rates

5.5.1 Assessment of award criteria relating to prices and rates

The awarding of the points available for award criterion 4 will occur based on the following formula:

Max. 100 points

	Lowest possible average hourly rate excl. VAT	Highest possible average hourly rate excl. VAT	Bandwith	Maximum points
Core Team	€200	€400	€200	100

The formula for point calculation is: (highest possible average hourly rate – the average hourly rate submitted by the Tenderer) / bandwith * maximum points

Example:

If the Tenderer offers an average hourly rate for the Core Team of € 330,- excluding VAT, then he will receive: $(400 - 330) / 200 \times 100 = 35,00$ points for this award criterion.

Please note the following:

- If the Tenderer submits an average hourly rate lower than the lowest possible average hourly rate excluding VAT, no additional points will be conceded.
- Tenderer should follow the instructions of this award criterion as stated in section 5.3.1 of this Tender document.
- The Tender has to comply with the requirements relating to the prices and rates as stated in section 3.5 of this Tender document. Failure to comply with one or more requirements will result in the Tender being disqualified from the assessment process and therefore excluded from the tendering process.

The awarding of the points available for award criterion 5 will occur based on the following formula:

Max. 200 points

	Lowest possible average hourly rate excl. VAT	Highest possible average hourly rate excl. VAT	Bandwith	Maximum points
Grade I	€275	€390	€115	40
Grade H	€235	€310	€75	40
Grade G	€220	€285	€65	40
Grade F	€230	€145	€85	30
Grade E	€100	€180	€80	20
Grade D	€80	€165	€85	15
Grade C	€80	€140	€60	5
Grade B	€70	€110	€40	5
Grade A	€40	€48	€8	5

The formula for point calculation per grade is: (highest possible average hourly rate – the average hourly rate submitted by the Tenderer) / bandwith * maximum points

	<i>Example:</i> <i>Grade F has a highest possible average hourly rate of € 230 excluding VAT, a bandwidth of €85, and a maximum score of 30 points.</i> <i>If the Tenderer offers an average hourly rate of €210 excluding VAT for grade F, then he will receive: $(230 - 210) / 85 * 30 = 7,06$ points for grade F of this award criterion.</i> Please note the following: - If the Tenderer submits an average hourly rate lower than the lowest possible average hourly rate excluding VAT, no additional points will be conceded. - Tenderer should follow the instructions of this award criterion as stated in section 5.3.2 of this Tender document. - The Tender has to comply with the requirements relating to the prices and rates as stated in section 3.5 of this Tender document. Failure to comply with one or more requirements will result in the Tender being disqualified from the assessment process and therefore excluded from the tendering process.
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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 Chapter 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Contracting Authority;
3. no provisions 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 Chapter 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 individually assessed by an evaluation team of three to five policy experts, followed by a consensus meeting to come to a final assessment, according to the award criteria stipulated in Chapter 5.

First, every Tender will be assessed by the individual members of the evaluation team based on the assessment criteria as stipulated in section 5. Then, the evaluation team will reach a plenary consensus on the final assessment on each award criterion.

The total score per award criterion will be rounded to two decimal place. The total score of all award criteria put together, along with the score for the award criteria relating to prices and rates, will constitute the final score of the Tender.

If award criteria 1 (evaluation criterion Method Statements), 2 and 3 are not assessed as at least sufficient/adequate then the Tender will be excluded.

6.4 Determination of definitive total score

The Framework Agreement 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. If two or more Tenderers have an equal definitive total score that would result in the Contracting Authority having to award the Framework Agreement to more parties than is desired, then the Contracting Authority will award the Agreement to the Tenderer with the highest final score for the subcriterion 5.2.2 of award criterion 2: Quality and merits of the proposed Core Team. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Framework Agreement will be awarded will be made by drawing lots.

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 Framework Agreement, 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.

If a provisionally awarded Party fails to provide requested evidence or the evidence provided has been assessed by the Contracting Authority as incomplete or invalid, the following applies:

In principle, the Tenderer finishing in second place will then qualify for award. The provisions in Section 6.4 regarding equal scores also apply. The award process will then be rerun.

In the event that a Tenderer does not qualify for the definitive award, all Tenderers will be informed of the consequences of this for the award.

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 of Information and declares that he will continue to comply therewith throughout the entirety of the Agreement period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the 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 Tenderer have indicated their interest in this invitation to tender on TenderNed, Tenderer 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. Tenderer will receive messages via TenderNed. Via one's personal TenderNed settings, Tenderer can turn on automatic notifications, including notifications to their private email address. It is Tenderer responsibility to ensure that these emails are not blocked by their email provider's security system.

If the communication cannot be conducted via TenderNed, Tenderer can contact the following contact person(s): Suzanne van der Ploeg, IUC.accountKGG@rvo.nl with a CC to Suzanne.vanderploeg3@rvo.nl.

Attempts to directly contact Parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If Tenderer have any functional or technical questions regarding TenderNed, Tenderer can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. Tenderer 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, Tenderer have the opportunity to ask questions. Ask questions as soon as possible. All questions will be answered anonymously. The Contracting Authority can answer questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

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

Submitting a question to the Contracting Authority

Questions are to be asked via TenderNed (please use Annex 6 Questions and comments form or 'Questions and Answers' facility in 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 four months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

The 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 Agreement 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 Agreement 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 (KGG) . That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

Suppliers guide Information Security and Privacy KGG.

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the 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 5.

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, Tenderer must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of Tenderer's organisation.

The Contracting Authority advises that Tenderer starts the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering Tenderer's organisation, Tenderer must add their 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 Tenderer has technical issues or questions regarding submission of the Tender via TenderNed, Tenderer can contact the TenderNed service desk via [servicedesk@tenderned.nl](mailto: servicedesk@tenderned.nl) or +31 (0)70-3798899. If Tenderer believes that the TenderNed service desk is taking too long to

answer your question or comment, then Tenderer can contact their 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.

Tenderer can use the following checklist during the submission of the quotation.

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2a and 2b, pricing schedule	Prices/rates included in the Tender <i>Be aware of maximum hourly rates. The maximum hourly rates are listed in section 5.3.1 for the core team and in section 5.3.2 for the other functions.**</i>	Add to TenderNed
Annex 4: References	Technical Tender Returnables	Add to TenderNed
Award criteria	Tender, including a general response to the Contracting Authority's award criteria. <i>Please note the maximum number of pages. The maximum number of pages is listed under the award criteria in chapter 5.***</i> <i>Award criterion 1 (evaluation criterion: Method statements), award criterion 2 and award criterion 3 must score at least a sufficient/adequate score (knockout criterion) to be considered for award.****</i>	Add to TenderNed
Invoicing	In order to process the invoice, please include the following details in your Tender: - Name and Address details; - Chamber of Commerce number; - Place of business according to Chamber of Commerce; - IBAN.	Add to TenderNed

* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.
** If the maximum hourly rate is exceeded, tenderer will be excluded.
*** If the maximum number of pages is exceeded, the excess is not eligible for scoring.
**** If award criteria 1 (evaluation criterion Method Statements), 2 and 3 are not assessed as at least sufficient/adequate then the Tender will be excluded.

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. Tenderer can provide the ESPD with a handwritten signature or 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, Tenderer 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 Tenderer cannot carry out the assignment independently, Tenderer 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 Agreement. 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 Agreement (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 Agreement 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 Dutch OR English.

The Tender must be submitted in English.

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

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

7.3.21 General terms and conditions

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

7.3.22 Agreement conditions

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

The 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) Framework Agreement). Only the definitive Agreement will apply during the execution of the assignment.

7.3.23 Integrity Code

Anyone acting on behalf of and under the authority of the Dutch central government is expected to familiarize themselves with the Central Government Integrity Code of Conduct and to comply with it. The applicable code of conduct is included in Annex 7b (*available in Dutch*).

The Contractor is expected not only to adhere to the provisions of the Code of Conduct themselves but also to inform the personnel they engage of its contents and to ensure that the Candidates comply with the code.

7.3.24 Digital Working at the Central Government

Anyone who has access to the central government's digital facilities must act in accordance with the "Code of Conduct for the Digital Working Environment." This document is included in Annex 7c (*available in Dutch*).

7.3.25 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.

7.3.26 Request for supplementary information concerning the Tender

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

7.3.27 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement, 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 Agreement, 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.

7.4 Further Agreements within the Contract

A further agreement within a Framework Agreement is referred to as a Further Agreement.

On entering into the TSO Framework Agreement, commitments against it are formalised through the establishment of a Further Agreement in order to effect the execution of services coined 'Task Orders'.

7.4.1 Task Order Mechanism.

The Contracting Authority may request Contractor to perform specific work elements through Task Orders issued to the Contractor following a process that culminates in a signed Further Agreement between the Parties.

Contracting Authority will first initiate through a statement of work the global scope of work and Contractor and Contracting Authority may clarify uncertainties and boundary limits to jointly develop the final scope of work with milestones, deliverables, reporting frequency etc. for the specific Task Order in question. Once the final scope of work is endorsed within the Contracting Authority governance framework, Contractor shall review and evaluate the Task Order and promptly advise the Contracting Authority of any omissions or errors or anything which may conflict with Contractor's obligations under this Agreement, or which in Contractor's expert opinion, the Contracting Authority should change in order for the Work to meet the desired goal of the Task Order.

Once a definitive task order scope is defined, this scope will form part of a Request for Quotation together with additional conditions regarding the execution of the Task Order, such as, inter alia, maximum price, requirements and execution period.

7.4.2 Quotation

Based on the Request for Quotation, Contractor shall submit a quotation for the execution of the Task Order as stipulated in the Request for Quotation to the Contracting Authority for approval, which shall include:

- a unique description relevant to that Task Order, taking into account the Task Order scope;
- the method statement of delivery for the services under the relevant Task Order taking into account the most efficient way to package the work to achieve value for money effectiveness and efficiency for Contracting Authority;
- a detailed implementation programme, with a proper WBS structure and logically linked activities, clearly showing the critical path of the Task Order. The schedule must be resource loaded (to show the manhour budget) and shall include including costs profiled within scheduling software tool;
- a detailed resource list with all CV's of the resources who will be involved with the delivery of the Task Order and the SQEPness of each individual with respect to the role each one plays in the delivery;

-
- the Task Order Budget, based on unit prices and rates for labour and work included in the Agreement and which rates shall not exceed the rates set forth in the Rates Card (*Pricing Schedule*);
 - proposed Contractor's Personnel in the form of an organisation chart, as assigned to carry out the work relevant to the Task Order;
 - a project execution control plan for the work relating to the proposed Task Order in order to monitor and control, Time, Cost, performance, risks etc of the Task Order.

The Contractor shall provide each Quotation promptly and in any event, no later than fifteen (15) days after the date of the request from the Contracting Authority.

7.4.3 The Contracting Authority response to Contractors Quotation

The Contracting Authority shall reply to the Contractors quotation no later than seven (7) days after the date of receiving the Quotation. The Contracting Authority's reply shall be one of the following:

- (I) Concluding a Further Agreement accepting Contractor's Quotation and signed by both Parties;
- (II) notice of intention to enter into negotiations;
- (III) a request to submit a revised Quotation;
- (IV) a notification that the Quotation will not be issued to Contractor. If Contracting Authority requires Contractor to revise a Quotation, Contracting Authority shall advise Contractor of the reasons for not accepting the quotation and Contractor shall submit a revised Quotation no later than seven (7) days after receiving Contracting Authority's reply.

7.4.4 Clarifications/amendments

If Contracting Authority issues a notice to Contractor of its intention to enter into clarifications relating to a Quotation, the Parties shall meet within seven (7) days to discuss the terms of the Quotation. Such clarifications may cover all aspects of the Quotation including the Task Order budget for that Task Order. If the Parties agree on the contents of the Quotation within a period of seven (7) days of meeting (or such longer period as may be agreed between the Parties), Contracting Authority may issue a Task Order accepting the clarified terms and the Further Agreement shall be signed by both Parties. If the Parties are unable to agree on the terms of the Further Agreement within a period of seven (7) days of meeting (or such longer period as may be agreed between the Parties), Contracting Authority may proceed under any of the options in paragraph 7.4.3. Contractor shall not perform any work included in a proposed Task Order scope unless or until a signed Further Agreement between the Parties comes into existence.

7.4.5 Commencement of Work

Contractor shall commence the execution of a Task Order within ten (10) days after the further agreement is signed by the Parties. The Contractor may be required to:

- (I) Provide evidence of The Contractor's relevant insurances remains relevant to the applicable work.
- (II) Contractor shall obtain Contracting Authority's written approval for each of Contractor's lead personnel to be assigned to a Task Order in advance of a Further Agreement starting date. Once Contracting Authority has approved any Contractor's Personnel as assigned to any Task Order under this Further Agreement, Contractor shall not remove, reassign or reclassify any personnel without the Contracting Authority's approval written in advance.

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 2a: Pricing schedule Coreteam

Annex 2b: Pricing schedule other functions

Annex 3a: ARVODI 2018 - Government terms and conditions

Annex 3b: Draft Framework Agreement

Annex 3c: Draft Further Agreement Coreteam

Annex 4: References

Annex 5: Complaints Procedure

Annex 6 Questions and comments form

Annex 7a: Model Integrity Declaration for the Central Government

Annex 7b: Central Government Integrity Code of Conduct (in Dutch: Gedragscode Integriteit Rijk)

Annex 7c: Code of Conduct for the Digital Working Environment (in Dutch: Gedragsregeling voor digitale werkomgeving)