

## SELECTION GUIDELINE

For development and supply of Full-end-load resistant couplings to be used for PE pipelines

Innovation Partnership

Reference number: TN 574720

Notwithstanding exceptions provided for by law, no part of this invitation to receiver may be duplicated and/or disclosed without the written consent of Alllander and Enexis.







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## SUMMARY

The table below summarises the most important information. Please read the Selection Guideline and all attachments carefully before submitting an Application in TenderNed.

Subject		Description
	Contracting Entity	Alliander N.V., and Enexis Netbeheer B.V., hereinafter collectively referred to as “DSOs” (Distribution system operators).
	Type of Assignment	This Assignment concerns the development and supply of Full-end-load resistant couplings for PE pipelines diameters 63mm, 75mm, 110mm, 160mm and 200mm and optional for the larger diameters 250mm, 315mm and 400mm.
	Procedure	This tendering procedure concerns a European call for tenders according to an innovation partnership.
	Lots	The Assignment is not divided into Lots.
	Estimated value and Duration	The DSOs estimate the total value of this Tender Procedure at approximately € 17,520,000 for the duration of both Agreements.  To accommodate for uncertainties and future developments, we apply a bandwidth with a range between € 15,000,000 and € 20,000,000.
	Amount of contracts	For this Assignment each individual Contracting Entity will separately conclude an Agreement for the delivery of goods that shall take place in The Netherlands.
	Contract form and place of performance	For this Assignment the DSOs conclude an Framework Agreement for the delivery of goods that shall take place in The Netherlands.
	Outline Schedule	Notice of Publication: 03-03-2026 (on <a href="http://www.tenderned.nl">www.tenderned.nl</a> ) Requests for information can be put in until: 16-03-2026 Submit your Application for the Selection Phase before: 14-04-2026 Selection decision: 14-05-2026 Start Award Phase: 01-06-2026
	Contact person	Name: Vincent Abbenhuis
	Communication channel	All communication regarding this tender will take place via the digital tender platform (website) TenderNed.
	Documents to be submitted	<ol style="list-style-type: none"> <li>1. European Single Procurement Document (ESPD)</li> <li>2. Declaration of no Russian Involvement</li> <li>3. Appendix - Reference Statement</li> <li>4. Response to Selection Criterion 1</li> <li>5. Response to Selection Criterion 2</li> <li>6. Response to Selection Criterion 3</li> <li>7. Response to Selection Criterion 4 (same as Reference Statement)</li> <li>8. Consortium Statement (If applicable)</li> <li>9. Guarantee / Third Party Statement (If applicable)</li> </ol>

## DEFINITIONS

In this Selection Guideline, the terms below have the following meaning if they are capitalised:

Name or abbreviation	Description
Agreement	The (framework) agreement between the DSOs and the Tenderer(s) to whom the Assignment has been awarded for the purpose of laying down the conditions of the agreed services/deliveries or works for a certain period.
Application (for admission)	Request by the Candidate to be admitted to the tender procedure whereby he demonstrates that he meets the requested Minimum Requirements and Selection criteria.
Assignment	The Assignment put out to tender by Enexis and Alliander in this Invitation to Tender regarding “development and supply of Full-end-load resistant couplings to be used for PE pipelines”.
Award Phase	The second phase of the procedure in which selected Candidates are invited to submit a Tender and develop prototypes.
Candidate(s)	A company that will submit or has submitted an Application whether or not as part of a Consortium.
Consortium	A partnership of Candidates as referred to in Section 3.50 in conjunction with 2.52 of the Public Procurement Act 2012.
Consortium Member(s)	A Candidate that forms part of a Consortium.
Contracting Entity	The Contracting Entity(ies) of this Tender Procedure are Alliander NV, Enexis Netbeheer B.V., hereinafter referred to as “DSOs” (Distribution system operators). Enexis Netbeheer B.V. is the lead party for this tender.
Contractor	The Tenderer to whom the Agreement has been awarded and who is responsible for the execution of the Assignment (Development and Commercial Phase).
DSOs	The Contracting Entities, i.e., Enexis Netbeheer B.V. and Alliander N.V.
Exclusion ground(s)	A situation as referred to in Article 3.65 in conjunction with 2.86 and 2.87 of the Public Procurement Act 2012 that may result in exclusion of the Candidate.
Full-end-load	Ability of a pipe joint to sustain axial tensile loads, both short-term and long-term, without failure or pull-out, such that the tensile strength of the joint is not less than that of the pipe.
Full-end-load resistant mechanical couplings	The mechanical connecting devices to be developed and supplied under this Agreement, designed to connect PE pipes in a tensile (pull-out resistant) manner without the use of fusion techniques. Note: In this Selection Guideline, this term is also referred to as "Full-end-load couplings" or simply "Couplings".
Invitation to Tender	The document, sent to the selected Candidates, containing the specifications of the Agreement and the award criteria.
Suitability Requirement(s)	The conditions the Candidate must meet in order to qualify for selection.
Selection criteria	Criteria to compare and rate companies that meet the minimum- requirements.
Selection Guide/Guideline	This document and its appendices.
Selection Phase	The first phase of the Tender Procedure in which Candidates submit an Application to demonstrate their eligibility and are selected to proceed to the Award Phase.
Subcontractor	The company engaged by the Candidate in the performance of the Agreement, in which connection full responsibility and liability within the context of the Agreement continue to lie with the Candidate.
Tenderer	A company that has submitted a Tender.
Tender	The written offer/bid from a Tenderer.

TenderNed	The digital tender platform (website) provided by the Dutch government, which can be found at <a href="https://www.tenderned.nl">https://www.tenderned.nl</a> .
Third Party(ies)	The entrepreneur whose financial and/or economic capacity and/or technical competence and/or professional competence are called upon to satisfy the Suitability Requirements and/or Selection Criteria.
Verifiable Performance Information	Information that is simple, unambiguous and that can be verified/checked independently, which supports the statements and results. For example: the number of days a certain activity was performed, the number of satisfied users, results achieved previously, the swiftness of complaints handling or the percentage or euros of cost savings.
Zero-Series	The first batch of production run from final tooling intended for certification purposes.

**Please note:** All times mentioned in this document are local, Central European Time (CET).

All information concerning the for the development and supply of Full-end-load resistant couplings to be used for connecting PE pipelines for the DSOs is provided below.

We hope that this tender procedure appeals to you and look forward to receiving your Application.

<b>PART 1</b>	<b>The assignment</b>	General introduction of the DSOs and an explanation of the Assignment
<b>PART 2</b>	<b>Procedure &amp; schedule</b>	Explanation of the procedure and the schedule of this tender
<b>PART 3</b>	<b>Exclusion Grounds &amp; Suitability Requirements</b>	Explanation of the Exclusion Grounds and the Suitability Requirements
<b>PART 4</b>	<b>Selection Criteria</b>	Explanation of the selection criteria the DSOs are asking Candidates to meet, the points to be scored and the method of evaluation.
<b>PART 5</b>	<b>Procedural</b>	The most important legal topics in this procedure.

## PART 1 - THE ASSIGNMENT

### 1.1 Contracting Entity

As joint grid operators, the DSOs (Distribution System Operator) are responsible for managing the current energy network and for (co)designing, building, and managing the integrated energy system of the future. This system encompasses not only vital infrastructure but also energy data. In this endeavour, the DSOs represent the public interest, with a focus on the needs of system users (customers and markets) and the functioning of the energy market. All activities from the DSOs are carried out with the aim of serving the public interest of a well-functioning – that is, reliable, affordable, safe, and accessible – integrated energy system.

For more information about the DSOs please visit our websites:

[www.alliander.com](http://www.alliander.com) | [www.enexis.nl](http://www.enexis.nl) | [www.theDSOs.net](http://www.theDSOs.net)

### 1.2 Description of the Assignment

#### 1.2.1 Current situation

The connections of Polyethylene (PE) pipes (for the gas network) with a diameter of 63mm and larger are made by electrofusion and butt fusion. Performing electrofusion and butt fusion is labor-intensive. Additionally, a fixed percentage of the joints must be inspected and tested. Therefore, the DSOs would like to develop simple, efficient, and uniform Full-end-load couplings.

#### 1.2.2 Scope and objectives for this tender

The objective of this Tender Procedure is to develop, certify, and supply Full-end-load resistant mechanical couplings for connecting PE pipes. The primary focus is on the diameter range from 63mm, 75mm, 110mm, 160mm and 200mm. Additionally, the DSOs include an optional scope for larger diameters (250mm, 315mm and 400mm).

The Candidate will be responsible for the design, prototyping, testing, certification, and the manufacturing/supply of the couplings.

#### 1.2.3 Indicative solution boundaries Award Phase

The following technical, certification, and IP parameters outline the anticipated boundaries of the solution to be developed. Please note that these parameters are indicative and provided for contextual purposes only during this Selection Phase, to help Candidates understand the Assignment. The requirements will be stipulated in the Program of Requirements issued during the Award Phase.

#### Application & Pressure (Indicative)

- Suitable for use in distribution networks in accordance with NEN 7244-1 and NEN 7244-2.
- Rated for a Maximum Operating Pressure (MOP) for PE pipes of 10 bar.

#### Pipe Compatibility (Indicative)

- Suitable for connecting PE pipes and fittings of PE80 and PE100/PE100RC materials (according to NEN-EN 1555 parts 1-3).

- Preference: Compatibility with PE50 material (1st generation PE) is strongly preferred.
- Dimensions:
  - Primary Scope: Nominal diameters 63, 75, 110, 160, and 200 mm.
  - Wall thickness classes: SDR 11, SDR 17, and SDR 17.6.
  - Must accommodate tolerances for pipes (NEN-EN 1555-2) and fittings (NEN-EN 1555-3) across the specified SDR classes.

### **Medium Suitability (Future Proofing) (Indicative)**

- Suitable for natural gas, green gas (fully or blended), and hydrogen gas (fully or blended).

### **Design & Housing (Indicative)**

- The coupling must be fully tensile (full-end-load resistant).
- The housing must be made of plastic material.
- A uniform assembly technique is required for the full primary diameter range of 63–200 mm. Additionally, a uniform assembly technique is also required for the optional scope (250–400 mm). Note: While the assembly technique for the optional scope must be uniform within that specific range, it is permitted to differ from the technique used for the primary range.
- Functionality: Capable of providing a straight connection equipped with a central stop.
  - Preference: Couplings that can function as slip couplings (e.g., removable central stop) are preferred.

### **Installation (Indicative)**

- The design must ensure easy, quick, and error-free assembly in the field.

### **Certification requirements (Indicative)**

- Natural Gas: The solution must comply with GASTEC QA approval requirement 70 (latest version).
- Hydrogen: The solution must comply with GASTEC QA approval requirement 214 regarding suitability for hydrogen gas.
- Note on Timing: Valid certification is not required at the time of the initial Application. Obtaining these certifications is a mandatory deliverable within the Partnership phase (Phase 3A).
- Strict Condition: Valid certification is a prerequisite for the 'Commercial Roll-out' (Phase 3B). No commercial deliveries for operational use may take place until formal certification has been issued.

### **Intellectual Property & business continuity**

- Allocating Intellectual Property (IP) rights correctly is essential for this Innovation Partnership.
- Ownership: The starting point is that the Contractor retains the IP ownership of the developed solution.
- License: The DSOs require a perpetual, non-exclusive, royalty-free license to use the developed products and specifications for their own networks.
- Continuity (Escrow): To guarantee the continuity of the vital infrastructure, the Candidate must agree to an Escrow arrangement.
  - Escrow Deposit: The Candidate must deposit the complete technical design package (manufacturing drawings, molds specifications, bill of materials) with a neutral third party (notary/escrow agent).
  - Step-in Rights: In the event of bankruptcy, discontinuance of business, or persistent failure to supply by the Contractor, the DSOs obtain the right to access these materials and use them (or have them used by a third party) solely to ensure the continued production and supply of the necessary couplings.

The indicative requirements and specified quantities mentioned above serve as starting points for this Tender. They will be further elaborated and refined within the scope of the assignment, based on new insights gained during the dialogue in the Award Phase.

1.2.4 Optional scope

In addition to the primary scope, this Assignment includes an optional scope for the development and supply of couplings in larger diameters (250mm, 315mm, and 400mm). The DSOs reserve the right to expand the scope of the Agreement to include these diameters under the following clear conditions (Review Clause in accordance with the Public Procurement Act).

**Expansion to Larger Diameters**

Upon successful completion of the development for the primary range (63-200mm), the DSOs may request the Contractor to develop and supply couplings for larger diameters: 250mm, 315mm, and 400mm.

- **Trigger:** This option can be invoked if the technical validation of the 200mm coupling is successful and there is a verified operational need.
- **Technical Requirements:** The functional requirements remain identical to the primary scope, with the exception that the assembly technique for this range may differ from the 63-200mm range if technically required.
- **Pricing Mechanism:** To ensure market conformity, the price for these larger diameters will be determined based on the agreed pricing methodology of the 200mm coupling.
  - The Contractor must submit an open-book cost calculation.
  - The profit margin and overhead ratios applied may not exceed those applied in the accepted Financial Tender for the 200mm variant.
  - The final price must be substantiated by the Contractor and approved by the DSOs before development commences.

**Product Variations (T-pieces/Bends)**

While the focus is on standard straight couplings, the DSOs reserve the option to request the development of T-pieces and elbows/bends using the same Full-end-load resistant technology, subject to the same pricing mechanism as described in the larger diameters section above.

1.2.5 Out of Scope

To prevent ambiguity, the following activities are explicitly excluded from the scope of this tender:

1. **Field Installation Services:** The actual placement and installation of the couplings in the grid by mechanics or contractors are out of scope. The Candidate supplies the product, not the installation service.
  - **Clarification:** While the act of installation is out of scope, the design for installation (speed, ease of use, safety) is a critical part of the scope and will be a key award criterion.
2. **Excavation Works:** Any groundworks or civil engineering required to access the pipes.

1.2.6 Market consultation

As part of the preparation of this tendering procedure, a brief market consultation was conducted to gain insight into current market conditions and the feasibility of the intended tender.

### 1.3 Tender procedure Full-end-load resistant couplings

#### 1.3.1 Procedure and motivation

The DSOs have chosen an European Innovation Partnership because:

- **Need for Development:** The desired Full-End-Load resistant couplings for the specified diameters are not yet available on the market. This requires a trajectory of Research & Development (R&D) which this specific procedure facilitates.
- **Combination of R&D and Purchase:** This procedure allows the DSOs to establish a long-term partnership that covers both the development of the product and the subsequent commercial purchase, without the need for a separate Tender Procedure after development.
- **Efficiency:** We aim to keep the administrative burden as low as possible for both the market and the DSOs. Therefore, we will start the Award Phase (Dialogue) with a maximum of five (5) selected Candidates.
- **Value:** The estimated contract value exceeds the European threshold value.

#### 1.3.2 Lot structure

The DSOs opted not to divide the Assignment into lots. The reason is that dividing into lots:

- The aim is to develop uniform Full-end-load couplings that can be mounted in a consistent way, making usage and installation as straightforward as possible for operational departments. If multiple contractors are involved, the intended goal of uniformity and consistent installation will be lost;
- The total cost for product development are much higher if the Assignment is divided into lots.

#### 1.3.3 Number of Agreements

The purpose of this Tender is to award a Framework Agreement for each Contracting Entity to a single Contractor. This Agreement consisting of a development phase and the subsequent commercial phase.

**Commencement and development phase:** The Agreement enters into force on the date of signing (Anticipated: Q4 2027, Start of Phase 3). The first part of the Agreement covers the development phase (Phase 3A: Industrialization & Certification). The duration of this phase depends on the successful completion of the milestones (prototyping and certification).

**Commercial phase (Framework Agreement):** Upon successful completion of the development phase and formal acceptance of the Zero-Series, the commercial supply phase (Phase 3B) will commence.

- **Initial Term:** Agreement has an initial fixed term of four (4) years.
- **Extension options:** After the initial term, the DSOs have the option to renew the Agreement for a maximum of two (2) extensions of two (2) years each.
- **Total Duration:** The maximum duration of the Agreement is eight (8) years (4 + 2 + 2).

#### 1.3.4 Volume indication

An indication of the number of PE connections used annually by both DSOs together is approximately 26,000 pieces within the primary diameter range (63mm to 200mm). The table below provides a detailed breakdown of the estimated annual quantities per Contracting Entity for both the primary and optional scopes:

Diameter (mm)	Scope Category	Estimated Annual Volume Enexis (pieces)	Estimated Annual Volume Alliander (pieces)	Total Estimated Annual Volume (pieces)
63	Primary Scope	2.700	-	2.700
75	Primary Scope	-	2.656	2.656
110	Primary Scope	7.650	3.958	11.608
160	Primary Scope	3.100	2.788	5.888

200	Primary Scope	1.400	1.774	3.174
<b>Subtotal Primary</b>		<b>14.850</b>	<b>11.176</b>	<b>26.026</b>
250	Optional Scope	400	633	1.033
315	Optional Scope	850	367	1.217
400	Optional Scope	-	149	149
Subtotal Optional		1.250	1.149	2.399
Total Estimated Volume		16.100	12.325	28.425

### 1.3.5 Estimated value

Based on the information currently available, the DSOs estimate the total value of this Tender Procedure at approximately € 17,520,000 for the duration of both Agreements.

To accommodate for uncertainties and future developments, we apply a bandwidth with a range between € 15,000,000 and € 20,000,000. This estimation is comprehensive and includes:

- Both the primary scope and the exercising of the optional scope;
- The costs associated with the Development Phase (e.g., research and testing);
- The exercising of all Agreement extension options (8 years in total);
- A forecast margin to account for price review clauses and yearly price indexation.

Note: These quantities and the estimated value are strictly indicative. No rights can be derived from the description of the estimated total value by the Candidate.

### 1.3.6 Language of the Tender Procedure

To ensure broad market accessibility, the tender documentation for the Selection Phase is provided in English.

For the subsequent Award Phase, the language will be determined based on the selection results:

- English: If at least one non-Dutch speaking party is selected, the documentation and dialogue for the Award Phase will be in English.
- Dutch: If only Dutch-speaking parties are selected, the DSOs reserve the right to conduct the Award Phase (including documentation and dialogue) in Dutch.

## PART 2 - PROCEDURE AND SCHEDULE

To be considered for award of this Tender, Candidates will start with an Application for admission. In the following sections, the DSOs will walk the Candidates through the items Candidates are required to include in their Application, namely; the Exclusion grounds, Suitability requirements, Selection criteria and the steps in the process up to the start of the award phase.

### 2.1 Outline tender procedure

The infographic below provides a high-level visual overview of the Tender procedure. The process is divided into three distinct phases, which are described in detail in the following paragraphs.



#### Phase 1: The Selection Phase (Current Phase)

The first phase of this Tender procedure is the Selection Phase. All interested parties can apply as Candidates to this phase.

Assessment Process The assessment takes place in two steps:

1. Suitability check: First, the DSOs verify whether Candidates meet the mandatory exclusion grounds and suitability requirements.
2. Selection Criteria: Only Candidates who meet all suitability requirements will be assessed based on the Selection Criteria listed in Part 4.

The DSOs will select the highest scoring Candidates (a maximum of five) based on the ranking of these criteria. The DSOs will continue the tendering process with these selected Candidates in the Award Phase, for which these selected Candidates will receive an Invitation to Tender.

#### Phase 2: The Award Phase

The selected Candidates will receive the Invitation to Tender containing the specifications to develop a specific solution concept. Subsequently, an interactive process consisting of five innovation rounds will commence.

In each round, a different aspect of the development and feasibility of the Full-end-load coupling is central. This allows the DSOs and the Candidates to mitigate risks early and work towards a proven design.

Round	Subject	Explanation	Involved parties
1	Deepening of Requirements	Clarification of functional and technical requirements, wishes (usability), frameworks, and boundary conditions. Alignment on the interpretation of the challenge.	≤ 5

2	Concept Design & Technical Feasibility	Presentation and assessment of the initial design concept and the proposed technical solution.	≤ 5
3	Adjusted Design & Elaboration	Discussion of the adjusted design based on feedback from Round 2, and further technical detailing.	≤ 5
4	Prototype & Test Plan (Trial Assembly(ies))	<p>Presentation of the physical prototype and the plan for testing. In this phase, a trial assembly(ies) will also take place to verify installation ease and technical functionality.</p> <p>The Candidate must submit two (2) functional prototypes for this session: one small diameter (e.g., 63mm or 75mm); and one large diameter (e.g., 160mm or 200mm) to demonstrate scalability.</p>	≤ 5
5	Production, Logistics & Scalability	Assessment of production and supply capabilities, logistical processes, and scalability regarding the execution of the assignment.	≤ 5

### Intermediate Targets (Go/No-Go)

The DSOs reserve the right to reduce the number of participants during the rounds based on the quality and feasibility of the presented Design or Prototype (elimination race). Specifically, a Candidate may be excluded from further participation if they score below a defined minimum threshold on a specific Award Criterion. If such a minimum threshold applies, it will be explicitly stated in the description of the relevant criterion.

### Final Tender Submission & Validation

Upon the formal closure of the dialogue phase (the five rounds), the Candidates will be invited to submit their Final Tender. This submission represents the consolidated outcome of the iterative development process and consists of:

1. The Final Commercial Offer: The definitive pricing model based on the finalized specifications.
2. The Definitive Technical Design: The complete technical documentation, freezing the specifications agreed upon during the dialogue rounds.
3. The Functional Prototype: The physical alpha-version of the product as developed during the design phase.

### Preliminary Award Decision

The results of the evaluation will lead to the final ranking. The Contract is awarded to the Tenderer with the Best Price-Quality Ratio based on this ranking. Subsequently, the Preliminary Award Decision will be communicated to all Candidates.

### Verification (Trial Assembly)

To ensure the developed solution meets the functional requirements and user wishes, the DSOs reserve the right to conduct a Trial Assembly (*Proefmontage*) as part of the Final Tender evaluation. The objective of this assembly is to verify the practical usability (e.g., installation time, ease of use, safety) and the technical claims of the submitted prototype. To demonstrate consistency and scalability across the entire range, this verification will be conducted on all diameters within the primary scope (63mm, 75mm, 110mm, 160mm, and 200mm).

### Phase 3: The Partnership

Upon the definitive award of the contract and the conclusion of the mandatory standstill period, the procedure transitions into the Partnership Phase. Since the technical design and functional usability have already been validated during the Final Tender submission evaluation, the focus of the partnership shifts immediately from development to formalization and execution.

The process commences with Part A: Certification & Zero-Series. In this stage, the Contractor is responsible for obtaining the formal Gastec QA certification and producing a 'zero-series' of the couplings. These units undergo final operational checks to ensure strict compliance with all safety and quality standards before mass production begins. Once these formal prerequisites are met, the partnership moves to Part B: Commercial Roll-out. This marks the start of the full-scale supply chain, where the newly developed couplings are manufactured in volume and delivered for operational use in the distribution grid under the conditions of the Framework Agreement.

#### 2.1.1 Information regarding the award phase

In the Invitation to Tender, the DSOs will share the final requirements with the selected Candidates. A draft (framework) Agreement will also be shared with the selected Candidates at that time. To give the Candidates an idea of the (framework) Agreement, the DSOs will share some important documents and/or requirements in draft with the Candidates in the selection phase (as already described as indicative requirements in the Scope section of this document).

**NOTE:** These documents may change in some respects. No rights may be derived from these draft documents. Upon publication of the Invitation to Tender, Tenderers will receive the final documents with the changes highlighted where possible.

#### 2.1.2 TenderNed

The DSOs use the digital tender platform TenderNed (hereinafter TenderNed), <https://www.tenderned.nl>, for the publication of the tender documents, the submission of Applications and tenders, and all information that is exchanged during a tender procedure. If the Candidate has questions concerning the operation of this platform, the Candidate may use the platform's online help function or contact the TenderNed Servicedesk via 0800 836 33 76 (free within the Netherlands) / +31 70 379 80 00 (from abroad) or [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl).

#### 2.1.3 Memorandum of Information: additional questions/proposals for improvement

It is possible to request further information concerning this Selection Phase (at the latest until the date mentioned in the schedule) by using the Question & Answer (*Vragen & Antwoorden*) module in TenderNed. Please note that this will only be possible after the Candidate has logged in and added the tender to their personal dashboard.

A Candidate may use the direct messaging functionality (*Berichten*) on TenderNed to request that certain information will not be included in the general Memorandum of Information if disclosure of this information would harm their justified economic interests. The request will be considered only if the Candidate furnishes the questions with a justification as to why they believe this information would adversely affect their justified economic interests.

The DSOs will evaluate this request at their own discretion and will provide this information only if:

- It serves to clarify the requirements and/or criteria set by the DSOs in the publication of the notice and in the Tender Documents relevant to the Tender;
- its inclusion in a general information memorandum might, in the DSO's opinion, harm the Candidate's justified economic interests; and
- its inclusion is compatible with the principles of equal treatment and transparency vis-a-vis the other Candidates.

If the DSOs reject the request, they will notify the Candidate concerned, and they will not include the question asked in the Information Memorandum, unless the Candidate subsequently requests that the relevant questions be answered in the Information Memorandum in a timely manner.

## 2.2 Schedule, contact and submission

Please find the schedule for this tender procedure below. The DSOs are entitled to change the schedule during the course of proceedings, provided this does not lead to a reduction of the statutory minimum periods.

### 2.2.1 Schedule

Selection Phase	Date	
Dispatch of Announcement / Selection Guidelines	04-03-2026	Publication of the tender on TenderNed. Start of the application period.
Pre-tender information meeting	12-03-2026	Online meeting to provide information and answer initial questions.
Submit questions for Memorandum of Information	18-03-2026 (12:00h)	Deadline for Candidates to submit questions regarding the Selection Guidelines.
Memorandum of Information	27-03-2026	Publication of the answers to the submitted questions (Nota van Inlichtingen).
Submit Application for admission	14-04-2026 (12:00h)	Deadline for submitting the Application in TenderNed.
Assessment of the Applications	16-04-2026 – 07-05-2026	Evaluation of Exclusion Grounds, Suitability Requirements, and Selection Criteria.
Selection Decision	14-05-2026	Notification of the intended selection decision to all Candidates.
End of Standstill period (15 days)	28-05-2026	End of the objection period regarding the selection decision.
Dispatch of Invitation to Tender (Award Guidelines)	01-06-2026	Official start of Phase 2: Award Phase for the selected Candidates.

Indicative Schedule: Phase 2 (Award Phase)	Indicative Date	
Dispatch of Invitation to Tender	01-06-2026	Sending of the Award Guidelines, draft Requirements and Contract.
Submit questions for Memorandum of Information	29-6-2026 (12:00h)	Deadline for Candidates to submit questions regarding the Award Guidelines
Memorandum of Information	3-7-2026	Publication of the answers to the submitted questions (Nota van Inlichtingen).
Summer Recess	July/Aug 2026	Time for Candidates to study documents
Round 1: Deepening Requirements & Wishes	07-09-2026	To be determined, indicative example: Dialogue: Clarification of the Program of Requirements. Submission 1: Vision on requirements & functional breakdown. Selected Candidates are required to submit a high-level Plan of Approach in advance.
Round 2: Concept Design & Technical Feasibility	19-10-2026	To be determined, indicative example: Dialogue: Discussion of initial concepts. Submission 2: Preliminary Concept Design (CAD) & Feasibility Study. (6 weeks engineering time)
Round 3: Adjusted Design & Further Elaboration	14-12-2026	To be determined, indicative example: Dialogue: Feedback on Concept Design. Submission 3: Detailed Technical Design & Materialization. (8 weeks design iteration, incl. Christmas recess)
Round 4: Prototype & Test Plan	05-04-2027	To be determined, indicative example: Dialogue: Validation strategy & viewing of the first model. Submission 4: Physical Prototype (Alpha-version) & Draft Test Protocol. (3 months prototyping lead time)

Round 5: Production Capacity, Logistics & Scalability	31-05-2027	To be determined, indicative example: Dialogue: Supply chain risks & Industrialization. Submission 5: Production & Logistics Implementation Plan.
Closure of Dialogue / Final Award Guidelines	7-06-2027	Formal closure of the dialogue.
Submission of Final Tender	05-07-2027	Final Submission: The consolidated technical offer (based on developed prototype) + Final financial offer.
Assessment of Tenders	Juli/Aug 2027	Evaluation period (taking Summer recess into account).
Award Decision	27-09-2027	Notification of the Intent to Award.
End of Standstill period (20 days)	18-10-2027	End of the objection period.
Signing of the Agreement	08-11-2027	Start of Phase 3: Partnership Phase.

<b>Indicative Schedule: Phase 3 (Partnership Phase)</b>	<b>Indicative Date</b>	
Start of Phase 3: Partnership Phase	08-11-2027	Official commencement of the Agreement (Signing).
Start Part A: Industrialization	Q4 2027	Start of detailed engineering for mass production (tooling setup).
Production of Zero-Series	Q1 2028	Production of the 'zero-series' (first batch from final tooling) for certification.
Verification Audit of the facilities	Q1 2028	To be conducted during the production of the first batches.
Verification (Trial Assembly)	Q1 2028	Practical verification of the functional prototypes across all primary diameters (63mm - 200mm).
Gastec QA / KIWA Certification	Q2 2028	Formal testing and certification process of the Zero-Series.
Final Acceptance Part A	01-07-2028	Formal approval of the Zero-Series and Certification by DSOs.
Start Part B: Commercial Roll-out	01-09-2028	Start of series production and operational supply. (Planned after summer recess).
First Commercial Delivery	Q4 2028	First batch delivery to DSOs logistics centers.
Evaluation & Contract Management	Ongoing (2028-2035)	Continuous improvement and delivery during the 8-year contract term.

### 2.2.2 Communication during the procedure

On behalf of the DSOs Vincent Abbenhuis is the contact for this Selection Guideline. In his/her absence, he/she will be replaced by Renée Rijken. You can reach the contact only via TenderNed

### 2.2.3 Information meeting

In order to ensure all Candidates are well informed about the Tender process, a informative meeting on 10-03-2026 11:00:00 will be scheduled through (Microsoft) Teams.

In the first part of the meeting we will inform the candidates about the design of the Tender as well as other important points of interest during the tendering procedure. There will be an option to ask questions. All questions and answers, together with a short report of the meeting, will be included in the first information note. Candidates who were unable to attend will also be able to review this note.

We ask that you register for this meeting, by sending you name(s) and emailaddress via TenderNed messaging module by 09-03-2026, 12:00h

2.2.4 Submitting the Application for admission

The overview below shows which documents the Candidate has to submit. In order to improve clarity, we ask that the Candidate adds the name of the organisation after the name of the document concerned:

To be submitted electronically with the Application	Name upon submission in TenderNed
European Single Procurement Document (ESPD)(Legally signed by authorized representative)	ESPD [Name Candidate]
Declaration of no Russian Involvement(Mandatory exclusion ground)	Declaration Russian Involvement [Name Candidate]
Evidence Suitability Requirement 6 (ISO) Copy of ISO 9001 and ISO 14001 certificates (or declaration)	ISO Certificates [Name Candidate]
Consortium / Third Party Statement (If applicable)	Consortium Statement [Name Candidate]
Selection Criteria	Name upon submission TenderNed
Response to Selection Criteria 1, 2, 3 and 4	Appendix 7 - Selection Criteria [Name Candidate]
Evidence for SR-5 & SC-4	Appendix 4 - Reference Statement [Name Candidate]




2.2.5 Closing date

The Application must be submitted in digital format in TenderNed, by the deadline stated in the schedule. Notice that TenderNed can indicate that the deadline has been moved. In that case, the deadline stated on TenderNed is binding. Applications received after the aforementioned closing date shall be regarded as invalid and be deemed to not have been made. Candidate is liable for the risk of system and internet failures. Applications submitted by email, fax or mail will not be accepted and are invalid.

2.2.6 Opening of the Application for admission

The DSOs will not be able to read the submitted Application until after the final moment for submission has expired and the DSOs have opened the “digital safe”.

2.3 Assessment process

	<b>Assessment formal requirements</b>	<ul style="list-style-type: none"> <li>▪ Submittal in time?</li> <li>▪ Complete?</li> <li>▪ Signed valid?</li> </ul>
	<b>Assessment Exclusion grounds, Suitability Requirement(s) and Selection Criteria</b>	<ul style="list-style-type: none"> <li>▪ Submittal in time?</li> <li>▪ Complete?</li> <li>▪ Signed valid?</li> <li>▪ Ranking of Candidates</li> </ul>
	<b>Selection Decision</b>	<ul style="list-style-type: none"> <li>▪ To all Candidates</li> <li>▪ Verification for selected Candidates</li> <li>▪ Standstill period</li> </ul>

Only Applications that are submitted (in time) in TenderNed and in accordance with the prescriptions in this Application for admission will be handled. Applications that fail to comply with the requirements imposed are declared invalid. If the number of Submissions exceeds the number of Candidates to be selected, the Candidates' Submissions will be evaluated against the Selection Criteria as listed in **Part 4 – selection criteria** and ranked from high to low. The 5 highest ranked Candidates will receive the Invitation to Tender.

If it turns out that any of the information provided by the Candidate is incorrect or that information is lacking, the DSOs have the right to exclude the Candidate from further participation in the tender procedure. The DSOS can also decide to remedy the defect in the information submitted, depending on the seriousness of the defect. The DSOs can also decide to ask the Candidate to correct the defect in the information submitted, via a message in TenderNed. The Candidate must then provide the lacking/additional information within the period stated in the message.

2.3.1 Proposed selection

After reviewing the Applications, the DSOs will announce the scores obtained and thus the selection of the highest scoring 5 requests to all Candidates.

## **2.4 Subsequent procedure**

The DSOs continue the tender procedure by making the award guideline available to the selected Candidates. The condition for this is that within the standstill period (see Part 5 of this document) no objections have been made known in the prescribed manner or no writ of summons has been issued for injunctive relief within that period.

## PART 3 - EXCLUSION GROUNDS AND SUITABILITY REQUIREMENTS

This part indicates which Exclusion Grounds and Suitability requirements apply to this tendering procedure. The Candidates will first be evaluated on the completed European Single Procurement Document (ESPD), GPA requirements, Statement(s) of no Russian involvement and on the submitted reference statements. The DSOs reserve the right to request additional supporting documents.

### 3.1 Exclusion Grounds

#### 3.1.1 European Single Procurement Document (ESPD)

Exclusion grounds and Suitability Requirements apply to each European Tender Procedure.

The ESPD is used throughout Europe. It makes it easier for you to submit a Application/Tender. The ESPD applies as temporary evidence that you are suitable to perform the Assignment and that no Exclusion Grounds apply. This means that you are not required to produce the full evidence immediately. This will save you a considerable administrative burden.

The ESPD is a writeable PDF file and you can find it as **Appendix 1**.

The Exclusion Grounds related to criminal convictions and payment of premiums and taxes apply mandatorily in case of a European tender Procedure, please find them in part III A and B of the ESPD. Part III C includes what are known as the optional Exclusion Grounds.

You can find more information about the EPSP on the Pianoo website: [Aandachtspunten voor ondernemers - UEA | PIANOo - Expertisecentrum Aanbesteden](#)

#### 3.1.2 Government Procurement Act requirements

The Government Procurement Agreement is an international treaty under the auspices of the World Trade Organization (WTO). The Government Procurement Act (GPA) is applied in this tender procedure. The participating countries whom signed this agreement can be found on the following website: [www.wto.org/english/tratop\\_e/qproc\\_e/memobs\\_e.htm](http://www.wto.org/english/tratop_e/qproc_e/memobs_e.htm)

#### 3.1.3 Declaration of no Russian involvement

Various new sanctions were imposed on Russia on the 8<sup>th</sup> of April 2022. In concrete terms, this means that we, as DSOs, may no longer award new contracts or concessions to Russian parties and that current contracts concluded with Russian parties before the 9<sup>th</sup> of April 2022 must be terminated within six months of the publication of the sanctions package.

Candidate must submit a declaration with the Application that there is no Russian involvement in the execution of the Agreement. The Candidate's third parties, subcontractors and/or suppliers are required to cooperate with this. This declaration arises from the sanctions package of the European Union (Article 5 duodecies of Regulation (EU) No. 833/2014), pursuant to which contracts may not be awarded to Russian companies, or businesses affiliated to Russian legal entities or natural persons and Candidates, regardless of their origin, may not involve Russian companies in more than 10% of the value of the contract as subcontractors, third parties and/or suppliers.

This statement, being the **Appendix 2 - Declaration of no Russian involvement**, must be signed by a director who lawfully represents the Candidate in that regard. If the Candidate is a Consortium, the Candidate will submit this declaration from a director of each legal entity or natural person that is a member of the Consortium.

The signatory of the declaration must be registered as a director in the registers of the Chamber of Commerce. If a director is not registered in the registers of the Chamber of Commerce but is designated in the Articles of Association registered with the Chamber of Commerce, the Candidate must submit these Articles of Association together with the Application. If directors are only authorised to represent the company jointly, they must jointly sign the declaration. The Application is invalid if the required declaration is not submitted or is not completed truthfully.

The DSOs reserves the right to conduct further chain and other investigations for further verification of the accuracy of the declaration submitted, for example by requesting further information from the Trade Register of the Chamber of Commerce, the UBO register, an organisational chart, or by contacting the Investment Assessment Bureau (BTI) of the Ministry of Economic Affairs and Climate Policy.

#### 3.1.4 Code of Conduct

The DSOs attach great importance to Corporate Social Responsibility (CSR). Our suppliers are expected to act in accordance with these principles. For this purpose, the DSOs use the "Code of Conduct for Suppliers".

By submitting an Application, the Candidate declares under penalty of exclusion that it is prepared to meet the requirements of the " Code of Conduct for Suppliers" as incorporated in **Appendix 3 - Supplier Code of Conduct 2025**.

### 3.2 Suitability Requirements

As proof that the Candidate meets the Suitability Requirements, the European Single Procurement Document of the Candidate and/or entrepreneurs involved is sufficient in the first instance.

Candidate and/or entrepreneurs is required to indicate in the Application that it meets the Suitability Requirements as set out below. Candidate may do so by answering 'yes' in part IV of the ESPD **and** by completing the reference statement in accordance with **Appendix 4 - Reference Statement**.

SR - 1	Registration in National trade register
Requirement	<ul style="list-style-type: none"> <li>▪ The Candidate (and the Consortium Member and Third Party(ies) must be registered in the professional or National trade register (in the Netherlands, this is the trade register of the Dutch Chamber of Commerce (Kamer van Koophandel)) in accordance with legislation in the country in which the Candidate is registered as a business.</li> </ul>
Burden of proof	<ul style="list-style-type: none"> <li>○ one or more extracts, whether consecutive or otherwise, from the professional or National trade register (in the Netherlands, this is the Dutch Chamber of Commerce), or an equivalent declaration from the country of origin, not more than six months old.</li> <li>○ if the extract from the trade register does not show legal signing authority, the Candidate must attach to the extract from the commercial register additional evidence, such as a specific power of attorney, issued by the representative authorised to do so, granting this authority in writing.</li> </ul>

SR - 2	Unqualified auditor's report without a section on the continuity of services
Requirement(s)	<p>All entrepreneurs involved at the Application and/or Tender (the Candidate, each Consortium Member and each Third Party) must, regardless of whether they will carry out (part of) an Agreement to be issued,</p> <ul style="list-style-type: none"> <li>▪ have an unqualified audit opinion on the annual accounts for the two most recent closed financial years at the moment the Application or, as the case may be, the Tender, is submitted. These must not contain a section on the continuity of services (that is, a mandatory explanatory paragraph in the annual accounts because of serious uncertainty about the continuity of services).</li> </ul>
Burden of proof	<ul style="list-style-type: none"> <li>○ an unqualified audit opinion on the annual accounts for the two most recent closed financial years. The auditor's reports in question must not contain a section on the continuity of services.</li> </ul>

SR - 3	Dun & Bradstreet risk indicator
Requirement(s)	<p>At the time of submission of the Application,</p> <ul style="list-style-type: none"> <li>▪ Candidate must have a Dun &amp; Bradstreet risk indicator of 1 ("minimal risk") or 2 ("low risk"). If the Candidate does not possess a Dun &amp; Bradstreet risk indicator, the following alternatives are possible with regard to equivalent measures within the meaning of Article 2.96(2) of the Public Procurement Act: a Graydon &gt;B, Moody's &gt;Baa3 or a S&amp;P &gt;BBB- risk indicator.</li> </ul> <p>If the Candidate submits an Application as a Consortium, at least one of the Consortium Members must meet this requirement independently. If the Candidate makes use of a Third Party to satisfy this requirement, this Third Party must meet this requirement independently</p>
Burden of proof	<ul style="list-style-type: none"> <li>○ a business credit information report prepared by Dun &amp; Bradstreet (not older than one month at the time of submitting the Application); or</li> <li>○ a (not older than 1 month at the time of hand-in Application) (credit trade) information report prepared by Graydon; or</li> <li>○ a latest published (most recent) rating report from Moody's or S&amp;P with the confirmation of the current long term issuer rating.</li> </ul>

<b>SR - 4</b>	<b>Insurance</b>
Requirement(s)	<ul style="list-style-type: none"> <li>▪ The Candidate must be insured against statutory Business Liability (Bedrijfsaansprakelijkheid) with cover of at least € 2,500,000 per event that causes damage or a series of related events, AND against Professional Liability (Beroepsaansprakelijkheid) with cover of at least € 1,000,000 per event. Alternatively, the Candidate must be prepared and able to take out such insurances in the event of an anticipated award. The insurances that the Candidate either has or will take out must be valid for at least the term of the Agreement.</li> </ul>
Burden of proof	<ul style="list-style-type: none"> <li>○ a copy of the insurance policy or an adequate statement from the insurance company showing that the Candidate is insured, jointly or on its own, as required, or</li> <li>○ a declaration of willingness by the Candidate – if he does not have (yet) an insurance policy or an adequate statement from an insurance company – to take out the required insurance, and to submit the evidence above, within 10 calendar days of the DSOs notifying them that it wishes to enter into the Agreement with him.</li> </ul>

<b>SR - 5</b>	<b>Core competences</b>
Requirement(s)	<p>The Candidate must demonstrate reliable experience in the core domains of this tender. To this end, the Candidate must provide at most two (2) reference projects that, combined, cover the following four core competencies:</p> <p>The 4 Core Competencies:</p> <ol style="list-style-type: none"> <li>1. Design: Experience in designing components for pipeline systems (or comparable high-pressure applications).</li> <li>2. Certification: Experience in certifying new products/components (e.g., Gastec QA, KIWA, ISO, or industry equivalents).</li> <li>3. Manufacturing: Experience in manufacturing and supplying components for pipeline systems.</li> <li>4. Testing: Experience in testing components for pipeline systems (validation/verification).</li> </ol> <p>To be considered valid for this Suitability Requirement, the submitted reference project(s) must meet the following cumulative requirements:</p> <ol style="list-style-type: none"> <li>1. Scope &amp; Content: The reference project(s) must relate to the design, manufacturing, or supply of components for pipeline systems (e.g., gas, water, hydrogen, district heating) OR comparable high-pressure / safety-critical applications (e.g., petrochemical, automotive, offshore).</li> <li>2. Recency: The reference project must have been executed (or completed) within the last five (5) years calculated from the date of Application.</li> <li>3. Status: <ul style="list-style-type: none"> <li>○ Completed projects: The project has been fully delivered and accepted by the client.</li> <li>○ Current projects: The project is currently in execution, but the relevant phase (e.g., the design/prototyping phase or the start of manufacturing) has been successfully completed and accepted by the client.</li> </ul> </li> <li>4. Client: The reference must come from a professional Contracting Entity (B2B or Government). Internal references (deliveries to own companies/subsidiaries) are not accepted.</li> </ol>
Burden of proof	<p>Reference Statement (<b>Appendix 4</b>)</p> <p>The Candidate must submit a completed Reference Statement containing:</p> <ol style="list-style-type: none"> <li>1. Project Description: A clear description of the project scope.</li> <li>2. Mapping: Indication of which of the 4 competencies are covered by this reference.</li> <li>3. Client Details: Name of the client and contact person (email/phone) for verification.</li> </ol> <p>Note: The Candidate may use the same references here as for the Selection Criteria (SC-4).</p> <ul style="list-style-type: none"> <li>▪</li> </ul>

Further provisions	<ul style="list-style-type: none"> <li>▪ The Candidate must indicate clearly in the Template reference statement which core competence(s) the reference in question relates to. The reference statement must show that the Candidate's reference meets all requirements of the core competence.</li> <li>▪ A reference order may serve as a basis for meeting several core competences and the Selection Criteria. This should be made sufficiently clear on the reference statement.</li> <li>▪ If the specified maximum number of references is exceeded, the additional reference statements submitted/uploaded last will be disregarded in the assessment.</li> <li>▪ It is not permitted to submit references where the contracting entity is a company (whether a parent company, a sister company, or an operating company) within the Candidate's own group.</li> <li>▪ A reference order carried out within a Consortium may be submitted only in proportion to the Candidate's share in that Consortium. Unless an explicit division of labour (and a related core competence) can be demonstrated, the ratio will be determined on the basis of the ratios of participation in the Consortium.</li> <li>▪ A reference order in respect of which the work relevant to the requirement in question has been carried out by one or more subcontractor(s) can be submitted only if the Candidate, in applying for the Agreement in question, designates any such subcontractors as Third Party.</li> <li>▪ If a Candidate lists a reference order for which they themselves, serving at the time as a subcontractor, performed the work relevant to the requirement in question, he must indicate as much in the relevant reference statement. Only these works will be included in the check against the Suitability Requirement.</li> <li>▪ If a Candidate calls upon the technical competence of one or more Third Parties and/or Consortium Members, the relevant technical competence of any such Third Parties and/or Consortium Members must actually be put to use when the Agreement is being carried out.</li> <li>▪ The DSOs reserve the right to check the references with the contracting entities involved. Through their Application, the Candidate gives his consent for this.</li> </ul>
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SR - 6	Management systems
Requirement(s)	<p>The Candidate must demonstrate its ability to ensure quality and environmental management standards by meeting the following requirements:</p> <p>1. Quality Management (ISO 9001) The Candidate must be, at the time of Application, in possession of a valid Quality Management System certificate based on ISO 9001:2015 (or the latest valid version).</p> <p>Scope and Location: The scope of the submitted ISO 9001 certificate must explicitly cover the design, development, and manufacturing of products. Furthermore, at the time of submitting the Application, this certification must apply to the specific physical location(s) where the engineering and production for this Assignment will actually take place.</p> <p>Since the Award Phase involves immediate complex design and engineering activities, followed by physical production, a proven quality management system at the relevant operational locations is required from the start.</p> <p>2. Environmental Management (ISO 14001) Entities involved in the production/delivery of physical devices must be, at the commencement of the agreement or at the latest six (6) months after the commencement of the agreement (Phase 3), in possession of an Environmental Management System certificate based on ISO 14001:2015 or a valid EMAS certificate.</p>
Burden of proof	<p>1. Copy of the valid ISO 9001:2015 certificate. The certificate must be valid at the time of Application.</p> <p>2. Option A: A copy of the valid ISO 14001:2015 (or EMAS) certificate.</p> <p>Option B: A Declaration of Intent.</p> <p>If the Candidate does not yet possess the certificate, a signed statement must be submitted declaring that the Candidate will obtain and submit a valid ISO 14001/EMAS certificate within six (6) months after the signing of the Agreement.</p> <p>Accreditation Certificates must be issued by an accredited body (e.g., RvA or a body compliant with NEN-EN-ISO/IEC 17021).</p> <p>Audit &amp; Verification By submitting an Application, the Candidate explicitly agrees that the DSO(s) (or a third party appointed by them) have the right to conduct an audit to verify the Candidate's production</p>

	capacity, technical capabilities, and the quality assurance measures implemented in their design and research processes.
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### 3.3 Verification submission of evidence

We will request evidence from Candidates who received a positive award decision to verify the correctness of the declarations in the ESPD and the Suitability Requirements. The various items of evidence are listed in this schedule:

Exclusion ground	ESPD	Burden of proof, by
Participation in a Criminal Organisation	A	Certificate of Conduct for Procurement
Corruption	A	Certificate of Conduct for Procurement
Fraud	A	Certificate of Conduct for Procurement
Terrorist offences or criminal offences in connection with terrorist activities	A	Certificate of Conduct for Procurement
Money laundering or funding terrorism	A	Certificate of Conduct for Procurement
Child labour and other forms of human trafficking	A	Certificate of Conduct for Procurement
Taxes / Social Security Contributions	B	Statement from tax and customs authorities
Bankruptcy	C	Extract from the Commercial Register
Grave Misconduct (Infringements of Competition Law)	C	Certificate of Conduct for Procurement
Bankruptcy, insolvency or similar	C	Certificate of Conduct for Procurement
Breach of obligations pursuant to environmental, social or employment law	C	Certificate of Conduct for Procurement

Cooperation	Burden of proof, by
Association of companies	signed Consortium statement in accordance to the provisions and in accordance to the format as set out in <b>Appendix 5 - Consortium Statement</b>
Reliance on the resources of Third Parties	signed Third Party declaration in accordance to the provisions and in accordance to the format as set out in <b>Appendix 6 - Guarantee Statement</b>

Suitability Requirement	Burden of proof, by
No Russian Involvement	signed <b>Appendix 2 - Declaration of no Russian Involvement</b>
Registration in national trade register	a copy (no older than six (6) months at the time of submission of the Application) of the registration in the professional or Trade Register applicable in the country of origin.
Unqualified auditors opinion without continuity section	an unqualified auditors opinion regarding the annual financial statements for the 3 (three) most recent closed financial years. The auditors opinions concerned may not contain any "continuity section".
Dun & Bradstreet risk indicator	a Dun & Bradstreet risk indicator of 1 ("minimal risk") or 2 ("low risk"), or a Graydon >B, Moody's >Baa3 or a S&P >BBB- risk indicator.
Insurance	a copy of the insurance policy or an adequate statement from the insurance company showing that the Candidate is insured, jointly or on its own.
References	signed reference statement(s) in accordance to the provisions and in accordance to the format as set out in <b>Appendix 4 - Reference Statement</b>
Quality system	a valid ISO 9001 certificate or equivalent, or evidence regarding measures equivalent to an ISO 9001

Environmental management	a valid ISO 14001 certificate or equivalent, or evidence regarding measures equivalent to an ISO 14001
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3.3.1 Further Information regarding the items of evidence:

- The Certificate of Conduct for Procurement must be applied for in time in connection with the processing term (approximately 8 weeks for a legal entity). See for more information: [www.justis.nl/producten/gva](http://www.justis.nl/producten/gva)  
The Certificate of Conduct for Procurement must not be older than two years counting back from the closing date of the tender.
- The Payment history report concerning compliance with tax obligations issued by the Tax and Customs Administration, by way of evidence that you have paid your mandatory taxes and national insurance contributions. This report must not be older than 6 months at the moment of submission of the Application.
- Please read section 5.4 of this document for all relevant information and providing documents about applying in a cooperation with other companies.
- Candidate, Consortium and/or Third Party is required to submit the documents to be delivered via the TenderNed messages module within at most 10 days after the award decision.
- In the event the items of evidence are not in keeping with the declarations or in the event the documents are not submitted in time, The DSOs will exclude the Candidate in question from the award, without any entitlement to compensation of the costs. The DSOs will then deliver a new award decision.

## PART 4 - SELECTION CRITERIA

### 4.1 Selection criteria

This section indicates which Selection Criteria apply. The assessment team evaluates the Applications received on the Selection Criteria and ranks the Applications in accordance of paragraph 4.2.

**Appendix 7 - Selection Criteria** indicates which Selection Criteria apply. The Selection Criteria are used to further evaluate the extent to which the Candidates experience and/or resources are in line with the present tendering procedure and the DSOs situation.

The Selection Criteria are used to further evaluate the extent to which the Candidates experience and/or resources are in line with the present tendering procedure and the DSOs situation. The evaluation model is structured in such a way that the better the Candidates experience and resources match the characteristics of the Assignment and of the DSOs, the more points the Candidate will score.

The various Selection criteria and their value are set out in the schedule below:

Criteria	Description	Score in points/weighting
SC1	R&D Methodology	400
SC2	Production & Scalability Competence	250
SC3	Product Development Capacity	200
SC4	Relevance of past experience	150
<b>Total</b>		<b>1000</b>

Use the document **Appendix 7 - Selection Criteria** to provide your responses to the selection criteria.

### 4.2 The assessment team and manner of assessing

The Applications will be assessed by a multidisciplinary team of subject matter experts, who will independently and individually assess each selection criterion of the Applications received. After the individual assessment, a plenary session will be held in which these assessments are discussed and challenged. The final score is arrived at by consensus, according to the table below.








If the number of Candidates exceeds the number invited to the award phase, requested selection criteria are assessed by a multidisciplinary team of subject matter experts who independently and individually assess each selection criterion of the Applications received. After the individual assessment, there is a plenary session in which these assessments are discussed and challenged. The final score is arrived at by consensus.

#### 4.2.1 Assessment of the quality Selection criteria

In assessing the answers provided in your Application, the evaluation committee will pay particular attention to the following qualitative aspects:

- **Relevance:** The Candidate provides a focused answer specifically tailored to the question asked and the context of the DSOs. The answer contains minimal information that is irrelevant to the specific Selection Criterion. The response provides clear added value to the DSOs.
- **Completeness:** All requested 'Measurable Segments' and requirements have been fully addressed in the response. No parts of the question remain unanswered.
- **Concrete:** The answer is unambiguous, not open to multiple interpretations, and does not depend on assumptions or interpretations by the reader: the evaluator does not need to 'read between the lines' to understand the Candidate's intent. All elements of the answer connect logically. There are no 'gaps' in the reasoning or the presentation of data.
- **Effectiveness:** The answer demonstrates, through substantiation, that the described methodology, resources, or measures will actually lead to the desired results. It is clear how the Candidate's approach contributes to the specific objectives of this Innovation Partnership.
- **Feasibility & Realism:** Is the described approach or capacity applicable in the operational reality of the DSOs? Are the consequences (in terms of process and resources) clearly clearly outlined? The response demonstrates a realistic understanding of the complexity of the assignment.

In evaluating the Selection Criteria, the following scores are assigned:

Assessment	Basic principle	Max score
 Excellent	In the opinion of the evaluation committee, the Candidate has provided a substantively relevant, applicable, and excellent response that is fully based on the principles of this Selection Phase, the requested services, and the DSOs. The aspects are more than fully elaborated and answered in a substantively excellent and appealing manner. Specific relevant details are offered that demonstrate empathy and insight into the situation and the request of the DSOs.	100%
 Very Good	In the opinion of the evaluation committee, the Candidate has provided a substantively relevant, applicable, and very good response that is based on the principles of this Selection Phase, the requested services, and the DSOs. The requested aspects are fully elaborated and answered in a substantively very good and appealing manner. The elaboration demonstrates empathy and insight.	84%
 Good	In the opinion of the evaluation committee, the Candidate has provided a substantively relevant, applicable, and good response that is based on the principles of this Selection Phase, the requested services, and the DSOs. The requested aspects are fully elaborated and answered well substantively.	67%
 Sufficient	In the opinion of the evaluation committee, the Candidate has provided a substantively relevant, applicable, and sufficient response that is based on the principles of this Selection Phase, the requested services, and the DSOs. The requested aspects are sufficiently elaborated and answered.	50%
 Insufficient	In the opinion of the evaluation committee, the Candidate addresses the request only partially or with limited substantive relevance and/or has only partially or limitedly taken into account the principles of this Selection Phase, the requested services, and the DSOs, and/or aligns only partially or limitedly with the wishes of the DSOs.	33%
 Poor	In the opinion of the evaluation committee, the Candidate addresses the request with very limited substantive relevance and/or has taken the principles of this tender into account only to a very limited extent, and/or aligns very limitedly with the wishes of the DSOs, or the Candidate provides no substantive answer to the question in the opinion of the evaluation committee.	17%
 Not answered	No answer is provided at all.	0%

**Please note:** in the event the elaboration of the selection criteria exceeds the prescribed number of pages, the text exceeding the prescribed number of pages will not be taken into account in the assessment.

## PROCEDURAL

### 4.3 Applicability

As the DSOs qualifies as a Special Sector Company, this tender procedure is carried out under part 3 of the Public Procurement Act 2012 (Aanbestedingswet). Several procedural and other matters that we consider additional information or that are otherwise relevant to be able to submit an Application have been included in this chapter.

### 4.4 Tender Documents

#### 4.4.1 Uniform European Single Procurement Document (ESPD)

The DSOs use the Uniform European Single Procurement Document format. To open the European Single Procurement Tender Document digitally, the Candidate must use only the Adobe Acrobat Reader software application. Opening the European Single Procurement Document in an application other than Adobe Acrobat Reader may result in that ESPD being displayed differently from how it was completed up to that point by the DSOs. Responsibility for opening that ESPD in the required way, and for submitting the correct version of it, lies with the Candidate.

#### 4.4.2 References to brands, makes, and so on

Where reference is made in the Tender Documents, including the Annexes, to brand names, patents, models, manufacturing processes, and so on, the Tenderer must read 'or the equivalent' after the phrase in question. At the DSOs request, equivalence on the part of the Tenderer must be demonstrated by an independent body.

#### 4.4.3 General Terms and Conditions of Purchase

General Purchasing Conditions Joint Orders v.1.0 0 and the Joint Logistical Terms apply to the Agreement. These conditions will be made available at the award phase.

#### 4.4.4 Intellectual property and confidentiality

Subject to any exceptions stipulated by the Dutch Copyright Act, no part of the tender documents may be reproduced without the DSOs written permission, other than for the purpose of this tender procedure.

The Candidate shall observe strict confidentiality with regard to all information that the DSOs has made or makes known to them, now or in the future. They shall not make the information that is available to them available to third parties, and shall only disclose it to their staff to the extent that this is necessary for the purpose of submitting an Application or, if and to the extent applicable, of a Tender, and/or of carrying out the Agreement.

The DSOs acknowledges the confidentiality of the Candidate's Application and Tender, and will not make available to third parties the information that comes into its possession of as a result of the Candidate's submission. The DSOs will not disclose certain information related the selection and award, where the disclosure of such information would be contrary to any statutory requirement or go against the public interest, or harm the legitimate commercial interests of Candidates/Tenderers, or impede fair competition between or among Candidates/Tenderers. In the context of the justification of decisions, including award decisions, it will, where appropriate, be necessary to publish information from an Application or a Tender. The Candidate acknowledges this.

### 4.5 Communication and information

All correspondence or communication concerning this tendering procedure takes place via TenderNed. Any other form of communication that may result in the unequal treatment of Candidates or that otherwise contravenes applicable laws and regulations will result in exclusion from further participation in the tender procedure.

It is not permitted to contact the DSOs employees or management in any way with regard to this tender procedure other than with the resources that are available via the Tender Platform, the only exception being the submission of a complaint to the complaints desk.

The Candidates cannot derive any rights from oral statements, promises and suggestions made by the DSOs employees and/or advisors in the context of the tender procedure and/or the Tender Documents. Candidates may rely only on such written information as has been provided by or on behalf of The DSOs.

#### 4.5.1 Proactive attitude

The Tender Documents have been drawn up with the greatest possible care. The DSOs expect Candidates to have a proactive attitude. Under penalty of forfeiture of rights (inadmissibility), Candidates must state any inconsistencies and/or irregularities in the Tender documentation and/or (draft) contract conditions to the DSOs as quickly as possible themselves. They may do so no later than on the latest date for the submission of questions/comments for the summary of additional information and changes according to the schedule in the Selection Guideline so that these inconsistencies and/or irregularities can still be corrected.

If a Candidate holds the opinion that any inconsistencies and/or irregularities have subsequently not been (adequately) corrected by the DSOs, then the Candidate must, under penalty of forfeiture of rights (inadmissibility), file an objection against these inconsistencies and/or irregularities by bringing summary proceedings before the district court of The Hague, three (3) working days before the deadline for submission of Applications.

After this period has elapsed, Candidates can no longer file any objection against any inconsistencies and/or irregularities in these Tender documentation.

Candidates waive the right to make an objection after this period has elapsed. This period is therefore a time limit for inconsistencies and/or irregularities that could have been made known to Candidates on the basis of the Tender documentation.

The DSOs are in no way liable for the consequences of any inconsistencies and/or irregularities in the Tender documentation.

## 4.6 Cooperation with other companies

In order to be able to (better) meet the requirements in the Tender Documents a company may submit an Application or a Tender in cooperation with other companies. Taking part in a cooperative arrangement is possible in one or more of the following ways:

- as a Consortium (association of companies),
- or through reliance on the resources of Third Parties,
- or within a principal contractor/subcontractor structure,

Irrespective of what form of cooperation is used, the companies concerned may be used to carry out activities only if they meet the technical and professional requirements that have been set for the work in question, and if no Grounds for Exclusion apply to them. The Candidate must be able to demonstrate this on request, with the evidence required.

#### 4.6.1 Consortium

An association of companies can participate collectively as one Candidate. In that case, each Consortium Member must fill in and submit the European Single Procurement Document separately, and indicate in part I of the European Single Procurement Document which companies comprise the Consortium and the role of each company within it. It is not permitted to form a Consortium after any prior selection with another Candidate that has been selected for the award phase without the DSOs prior consent.

By taking part in the tender procedure in a Consortium, each Consortium Member accepts joint and several liability for fulfilling the obligations resulting from the Application or Tender, as well as the potential execution of the Agreement. The Consortium Members must, on request, submit a joint statement showing that they are jointly and severally liable for the complete and correct performance of the Agreement in all its parts. For this purpose, **Appendix 5 - Consortium Statement** is made available on TenderNed.

#### 4.6.2 Reliance on resources of Third Parties

The Candidate may rely on the financial and economic standing and/or technical or professional ability of a Third Party or Parties to comply with the Suitability Requirements and/or for the Selection Criteria. In that case, the Candidate must, in addition to the documents related to their own suitability, with regard to any such Third Parties:

1. with the Application or Tender, indicate in their European Single Procurement Document:
  - a) in respect of which Suitability Requirements he will be relying on the Third Party or Parties; and
  - b) which Third Party or Parties he will be relying on with regard to the Suitability Requirements in question;
2. with the Application or Tender submit a European Single Procurement Document of these Third Parties

3. with the Application or Tender submit reference statements from these Third Parties regarding the Suitability Requirements and/or the Selection Criteria in respect of which that Third Party is being relied on;
4. at The DSOs request, submit a statement from the Third Party or Parties showing that the Candidate actually has at its disposal the resources of the Third Party or Parties, in accordance with **Appendix 6 – Guarantee Statement** on making resources available). If consolidated accounts are being relied on, a 403 certificate from the parent company may also be provided as evidence.
5. At the DSOs request, submit the supporting documents that replace what the Candidate must submit as proof that he meets the Suitability Requirements and/or the Selection Criteria.

#### 4.6.3 Subcontracting

A cooperative arrangement in the form of principal contracting and subcontracting can participate as one Candidate. The main contractor remains at all times responsible for the work to be carried out. The main contractor is liable for the overall execution of the Agreement, including those aspects that are carried out by the Subcontractor.

If the Candidate relies on the capacity and/or the capabilities of a Subcontractor to comply with the Suitability Requirements and/or the Selection Criteria, that Subcontractor can be regarded (also) as a Third Party. In that case, the Candidate must follow the instructions set out in the previous section regarding reliance on the resources of a Third Party or Parties.

Subcontractors who have not already been named as Third Party in the tender procedure may be used for the performance of work only if they meet the technical and professional requirements that apply to the work they are to perform and if no grounds for exclusion apply to them. At the DSOs request, the prospective contractor must submit a list of the Subcontractors and sub-subcontractors they wish to involve in carrying out the work, before and after the Agreement is concluded, if requested with the submission of the European Single Procurement Document, certificates and/or other (supporting) documents from the Subcontractors. The contractor is obliged to notify the DSOs of any changes to the list of Subcontractors specified while the Agreement is being carried out.

## 4.7 Application and Tender

### 4.7.1 Consent

By submitting an Application or a Tender, the Candidate agrees with the terms and conditions of the tender procedure.

### 4.7.2 Formats; File Type

The Candidate must use the formats set out in the Tender Platform. It is not permitted to make changes to these formats, unless the DSOs has explicitly stated otherwise.

Unless stated otherwise in the tender documents, the documents to be uploaded by the Candidate to TenderNed must have the latest version of the file type Word, PDF or Excel. The Candidate remains responsible at all times for uploading undamaged and supported file types.

### 4.7.3 Language

Applications and Tenders must be drawn up in the English language. Official documents that are not submitted in English may be in the language of the country of origin of the document. Upon request, the Candidate must arrange for a translation by a translator or a sworn translator.

### 4.7.4 One-off participation; group companies

A company can only apply for participation as Candidate once and submit an Application and Tender once, whether as a stand-alone Candidate, a Consortium Member, or a Third Party.

In the event of several, similar Agreements (lots) per Agreement, the number of Agreements/lots to be awarded to one Tenderer is limited to one (in accordance with Article 3.9c of the Public Procurement Act). This also applies in the event of an interim (re)tendering of another lot of the Assignment; Contractors with a continuous Agreement are then not eligible for this.

Only one company of companies belonging to the same group can participate in the tender procedure, unless the companies within the group demonstrate that there is no dependency relationship between or among them and/or that they are not exerting influence on one another. If independence and confidentiality between or among the companies within a group are guaranteed, those group companies may participate separately in the tender procedure. At DSOs request, the companies concerned shall

demonstrate their independence from each other and the confidential treatment of their Application and their Tender, to DSOs satisfaction, by any means they consider appropriate for this purpose, failing which this leads to exclusion of all group companies concerned.

Companies belonging to the same group can in any case participate jointly as one Candidate (as a principal contractor/subcontractor or in a Consortium). Note: If the Candidate relies on the financial and economic standing, and/or technical and professional ability and/or professional competence of a group company, the group company concerned will be regarded as a Third Party, in that case see paragraph 5.4.2.

#### 4.7.5 Legally valid signature

The Application and Tender and all related documents must be signed with a legally valid signature, by means of a signature on the European Single Procurement Document and where requested, that is, a signature by a person or persons who it can be shown is or are authorised to enter into the Agreement on behalf of the Candidate or Consortium in question. This authority must be evident from the extract from the trade register of the Chamber of Commerce, supplemented, if necessary, by a proxy or power of attorney. Where the authority does not derive directly from the extract from the commercial register, a valid proxy or power of attorney issued to the signatory or signatories by a person or persons authorised to do so according to the extract must be attached.

#### 4.7.6 Period of validity for tenders

The Tenderer must maintain its Tender for 90 days, calculated from the deadline for its submission. If the award decision is the subject of interlocutory proceedings, the period of validity shall, if necessary, be automatically extended by a period of 30 calendar days from the date of the court decision on interim relief.

#### 4.7.7 No conditional tender

Any general (delivery/sale) conditions that the Tenderer declares applicable to its Tender, other than the DSOs General Purchasing Conditions, which are applicable, will result in a conditional Tender, which the DSOs will exclude from further participation in the tender procedure. Tenders and Applications that are submitted conditionally, or that are subject to certain restrictions in some other sense, are also excluded from taking part further in the tender procedure.

#### 4.7.8 No internally conflicting Application or Tender

An Application or Tender that contains one or more internal contradictions may be regarded as an invalid Application or Tender, which the DSOs will exclude from taking part further in the tendering procedure.

#### 4.7.9 No manipulative Tender

A 'manipulative Tender' is not allowed and will be excluded as invalid. A Tender may be manipulative if – as a result of the Tenderer's misunderstanding of certain of the DSOs assumptions, such as, for example, that realistic (unit) prices will be offered – the evaluation system is manipulated in such a way that the intended purpose is thereby undermined.

In order to prevent manipulative Tenders, the DSOs imposes the following conditions on the prices to be submitted:

- All individual amounts, including all unit prices, must be realistic – that is, justified in terms of costs – and in line with the market (that is, what is standard on the market for contracts of a similar nature and scope), including in terms of their comparison/relationship with each other;
- Symbolic prices may not be submitted, including at the level of individual items. The test of whether a symbolic price is involved is based on general language usage. For example, symbolic pricing will be involved if an amount of money is offered – possibly a small amount – that is disproportionate to the actual value of the product or service.

#### 4.7.10 Provisions regarding taxation, environmental protection, working conditions and labour protections

By registering, the Tenderer indicates or declares that, in drawing up their Tender, he has taken into account the obligations arising from provisions regarding the taxation, environmental protection and labour-protection provisions and the conditions of employment applicable to the place where the work will be carried out. Candidates may obtain information on these obligations from the following bodies:

- Regarding taxes: Ministry of Finance, The Hague ([www.minfin.nl](http://www.minfin.nl) and/or [www.belastingdienst.nl](http://www.belastingdienst.nl));
- Regarding environmental protection: Ministry of Infrastructure and Water Management, The Hague (<http://www.minienw.nl>);
- Regarding labour protections and conditions of employment: Ministry of Social Affairs and Employment, The Hague ([www.minszw.nl](http://www.minszw.nl)), and/or the Netherlands Employees Insurance Agency ([www.uvw.nl](http://www.uvw.nl)).

#### 4.7.11 Reimbursement of costs

Participation in this Innovation Partnership involves significant effort and investment in R&D, prototyping, and engineering design. To ensure a high-quality field of competitors and to fairly compensate for the effort provided, the DSOs intend to offer a reimbursement scheme during the Award Phase.

- Eligibility: A reimbursement will be available exclusively for Candidates who submit valid and compliant deliverables for the relevant phase, but are not selected to proceed (or are not awarded the Final Agreement).
- Winning Candidate: The winning Candidate will not receive this separate reimbursement, as their investment is capitalized through the award of the Commercial Contract.
- Further Details: The exact financial compensation amounts, structural milestones, and final conditions of this reimbursement scheme will be detailed in the upcoming Award Guidelines.

#### 4.7.12 Withdrawal by the Candidate/Tenderer

A Candidate/Tenderer may, in that capacity, withdraw up until the moment at which he submits a Tender. Once a Tenderer has submitted a Tender he can no longer withdraw it. The Tender is irrevocable during the term of its validity.

#### 4.7.13 Obligation to report changes at Candidate/tenderer

If from the day on which the Application/Tender is submitted up to and including the day on which the Assignment is awarded, or if after the Assignment is granted, a change is made that influences whether any Grounds for Exclusion are applicable to the Candidate, to a Consortium Member, or to a Third Party, or whether a Suitability Requirement, or a Selection- or Award Criterion is met, or any other requirement, then the Candidate/Tenderer must immediately inform the DSOs of the change in the situation. If a requirement that has been set is no longer met, the DSOs may yet exclude the Candidate/Tenderer from further participation or terminate any Agreement prematurely.

## 4.8 Distortion of competition

Distortion of competition will result in exclusion. If the DSOs suspects that competition has been distorted, it will give the Candidate/Tenderer concerned the opportunity to demonstrate that he is not guilty of this. If, in the DSO's opinion, the Candidate/Tender fails to demonstrate that he has not distorted competition, he will be excluded from taking part further in the tender procedure.

## 4.9 Reservations

1. The DSOs may decide not to award the Agreement or, in the case of several Agreements, to award fewer of them, for instance if fewer than the maximum number of prospective Tenderers qualify for the award or if the price of the most economically advantageous Tender is higher than the DSOs detailed estimate. The Candidates cannot, in such cases, claim any compensation for costs incurred or damage directly or indirectly resulting from that decision.
2. The DSOs reserves the right to discontinue the tender procedure in whole or in part, temporarily or permanently, including in the event of changed insights with regard to the specifications, of an end to the need for the tendered Assignment, of defects that have been found in the tender procedure, and/or of too low level of competition. The Candidates cannot, in such cases, claim any compensation for costs incurred or damage directly or indirectly resulting from such a decision, unless a compensation of tender costs due to late cancellation of the tender procedure is deemed to be proportional..
3. The schedules issued by the DSOs are indicative and can (interim) be changed by the DSOs with due observance of the statutory minimum periods.
4. The DSOs reserves the right at all times to further examine the information and the statements provided by Candidates and to check their accuracy, as well as to contact the referee(s) whose names have been provided.
5. The DSOs reserves the right, in the period between the selection decision and the invitation to selected Candidates to submit a Tender, to revise or withdraw the selection decision. the DSOs reserves the right to revise or withdraw the award decision in the period between that decision and the conclusion of the Agreement.
6. In the event that more than one Agreement is put out to tender and fewer than the maximum number of intended Tenderers are eligible for the award of a Tender, the DSOs may decide to enter into an Agreement with the remaining Tenderer(s) only, and for the full scope of the Assignment if it so wishes.

#### 4.9.1 Waiting room arrangement

The DSOs reserves the right to award the Assignment to the next Tenderer in line on the basis of its Tender in the tender procedure in the event that, for whatever reason, the (prospective) Contractor does not maintain his Tender or the Agreement concluded with him is terminated prematurely after the award of the Tender. To this end, the next Tenderers in line maintain their Tenders for at least the established period of validity and the possible implementation period. This waiting room arrangement shall apply for a period of one year after the end of the implementation period, or in the absence thereof after the start of the performance of the Agreement with the Tenderer to whom the Agreement has been awarded. By submitting a Tender, the Tenderers declare that they agree to this waiting room arrangement and undertake to comply with it for at least the period of validity for their Tender and the implementation period.

#### 4.9.2 Standstill period

Before concluding the Agreement(s), the DSOs will apply for a standstill period of twenty (20) days after the date on which the award decision was sent.

During this period, Tenderers can take legal action against the award decision by seeking interim relief from the district court in The Hague as stated in section 5.8 This is an expiry period.

If a request for interim relief is filed within the standstill period, the DSOs will, in principle, not sign the Agreement(s) with the Contractor(s) until the district court has ruled on the request for interim relief. If no request for interim relief has been filed within the standstill period, the Candidates and Tenderers can no longer raise objections and will have forfeited their rights in the matter. In that case, the DSOs is free to conclude the Agreement(s).

### 4.10 Complaints; judicial protection

Candidates and Tenderers must inform the DSOs contact person as soon as possible of any objections they have to (parts of) the tender procedure, to (parts of) the information provided, or to other aspects related to the tender procedure.

#### 4.10.1 Complaints desk

The DSOs requests Candidates to make any objections to the tender procedure known by means of the information round. If the Candidate does not agree with the response in the Information Memorandum or Memoranda, the Candidate is free to submit a complaint to the DSOs complaints desk, in accordance with the Regulations complaints board on tendering.

Submitting a complaint does not suspend the tender procedure. The DSOs are free to decide to suspend the tender procedure if needs be. If the DSOs decide to do so, the Candidates will be informed of this in writing.

#### 4.10.2 Expiry period for interlocutory proceedings

The time limit for any legal challenge to an award decision is equal to the applicable standstill period as stated in section 5.7 The time limit for any legal challenge to a selection decision and other decisions in the context of the tender procedure is (ten) 10 calendar days from the date on which the decision in question was sent. Within this period, any summons for interim relief must be served on the DSOs at its address. If this period passes without the initiation of legal proceedings through the serving of a summons to a hearing for interim relief, any right to do that shall lapse.

A Candidate/Tenderer who wishes to institute proceedings on a request for interim relief is asked to check with the DSOs beforehand about any dates it cannot attend on.

### 4.11 Applicable law and choice of forum

The tender procedure and the final Agreement are governed by Dutch law. The judge (for interlocutory proceedings) at The Hague district court, location The Hague, has exclusive jurisdiction over disputes related to the present tender Procedure, this on pain of inadmissibility.