

European Tender

Online Library - e-lending platform

Descriptive Document

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The following Schedules form an integral and inseparable part of this Descriptive Document:

- Schedule 1: Requirements Online Library – e-lending platform
- Schedule 2: Architecture E-lending landscape (Receipt upon signing the confidentiality agreement, see Schedule 15 Non-disclosure agreement)
- Schedule 3: System Desirables – Online Library e-lending platform
- Schedule 4: Use Cases (Demonstration)
- Schedule 5: Reference Form to Complete
- Schedule 6A: Draft Framework Agreement
- Schedule 6B: Draft Call-Off Agreement
- Schedule 6C: Draft SLA (Service Level Agreement)
- Schedule 6D: Draft DAP (Dossier of Agreements and Procedures)
- Schedule 6E: Draft Exit Plan
- Schedule 7: Draft Reserve Contractor Agreement
- Schedule 8: Draft Data Processing Agreement
- Schedule 9: General Government Purchasing Conditions ARBIT 2022
- Schedule 10: Price Sheet
- Schedule 11: European Single Procurement Document (Wizard TenderNed)

- **Schedule 12: Reliance on economic and financial capacity**
- **Schedule 13: Reliance on technical and professional competence**
- **Schedule 14: Creditors Form**
- **Schedule 15: Non-disclosure agreement**
- **Schedule 16: Format for general information**
- **Schedule 17: Format for individual information**

Glossary

This Descriptive Document uses a number of capitalised terms, which are defined in more detail below. Where the term is given in the singular, the plural is also included. Where the term is given in the plural, the singular is also included.

Term	Description
Award Criteria	The criteria referred to in Article 2.115(2) of the Public Procurement Act 2012.
Consortium	A group of enterprises, as referred to in Article 2.52(3) of the Public Procurement Act 2012, that submits a bid for the present Tender.
Contract	The Contract between the KB and the Contractor for the work to be performed and services to be provided as agreed in the Framework Agreement and within the scope thereof, all as described in the Tender Documents.
Contracting Authority	In this case, the KB, which enters into the Framework Agreement with the Contractor.
Contractor	A party with which the Contracting Authority has concluded the Framework Agreement.
Data Processing Agreement	Agreement between the Contracting Authority (controller) and the Contractor (processor) regarding the processing of personal data.
Descriptive Document	This document, including Schedules that form an integral and inseparable part thereof.
European Single Procurement Document (UEA)	The European Single Procurement Document (Uniform Europees Aanbestedingsdocument, UEA), formerly called the Tenderer's Statement, for tendering procedures of the Tendering Authorities, established by ministerial regulation pursuant to the Public Procurement Decree. This European Single Procurement Document must be signed by a legally authorised representative of the Tenderer. By completing and signing the European Single Procurement Document, the Tenderer declares that it complies with the requirements set out in the European Single Procurement Document.
Exclusion Grounds	Grounds applicable to the Tenderer that result in the exclusion of the Tenderer from participating in this Tendering Process.

Framework Agreement	The Agreement between the KB and the Contractor for the supply of a provision of a Service, as described in the Descriptive Document.
General Purchasing Conditions	General Government Purchasing Conditions ARBIT 2022 applicable to the Contract or Contracts arising from this Tendering Process.
Interested Party	Prior to submitting a Tender – an individual, enterprise or organisation interested in competing for the Contract.
Main Contractor	The enterprise that acts as the Tenderer in a Main Contractor/Subcontractor arrangement and is fully contractually liable to the Contracting Authority.
Memorandum of Information (Nota van Inlichtingen, NvI)	A publication containing responses to questions from Interested Parties, in anonymised form, as well as any additions or amendments to this Descriptive Document. The Memorandum of Information forms an integral and binding part of the Agreement and takes precedence over this Descriptive Document.
Most Economically Advantageous Tender	The Contract will be awarded on the basis of the Most Economically Advantageous Tender Award Criterion based on the "best price-quality ratio", as referred to in Article 2.114(2)(a) of the Public Procurement Act 2012. The Tender that has achieved the highest score based on the Award Criteria specified by the Contracting Authority in this Descriptive Document offers the best price-quality ratio.
Price Sheet	Schedule 10 on the basis of which the Tenderer must submit a quotation.
Public Procurement Act 2012	Public Procurement Act 2012 (Aanbestedingswet 2012), Act of 1 July 2016, containing new rules on public procurement.
Reserve Contractor Agreement	Should the Framework Agreement between the KB and the Contractor be dissolved prematurely, annulled or otherwise terminated, the KB has the option of awarding the Contract to the Tenderer who finished second in the ranking order and with whom the Reserve Contractor Agreement has been concluded. The KB is not obliged to award the Contract to this Tenderer, i.e. the contracting party to the Reserve Contractor Agreement. See Schedule 7.

Schedule	All documents with "Schedule" in the title as published on TenderNed. Schedules form an integral part of this Descriptive Document.
Subcontractor	An enterprise engaged by the Main Contractor to perform part or parts of the Contract.
Suitability Requirements	Suitability Requirements are the minimum requirements that a Tenderer must meet in order to be eligible for the award of the Contract. If the Tenderer does not meet the Suitability Requirements, the Tenderer will be excluded from participation or further participation in the Tendering Process.
Tender	An offer/quotation submitted by a Tenderer within the framework of this Tendering Process on the basis of the Tender Documents published via TenderNed, with which the Tenderer is competing for the Contract.
Tender Documents	All documents made available by the Contracting Authority in connection with the Tender, including all Schedules and published Memoranda of Information.
Tenderer	An Interested Party that has submitted a Tender.
Contracting Authority	KB, The National Library of the Netherlands (KB, nationale bibliotheek), hereinafter referred to as KB, an Autonomous Administrative Body (Zelfstandig Bestuursorgaan, ZBO), having its registered office in The Hague and its principal place of business at Prins Willem-Alexanderhof 5.
Tendering Process	The present public tender procedure, in accordance with the Public Procurement Act 2012, which serves to enter into a Framework Agreement.
Programme of Requirements (PoR)	Schedule to this Descriptive Document, which sets out the requirements and preconditions that the Contractor must meet during the performance of the Contract.
Third Party	Another entity upon which the Tenderer relies to meet the Suitability Requirements. This Third Party is not necessarily the same as a Subcontractor.

1 Introduction

In this Descriptive Document, KB, the National Library of the Netherlands (hereafter: the KB) invites Tenderers to submit a Tender for **Online Library – e-lending platform** to the KB in The Hague, in full compliance with the requirements and conditions set out in the Tender Documents.

1.1 The National Library of the Netherlands

The KB is the National Library of the Netherlands. Its task is to preserve and make available Dutch cultural heritage in printed and written form, and increasingly also in digital form. Since 31 August 1993, the KB has been an independent administrative body, funded by the Ministry of Education, Culture and Science (Ministerie van Onderwijs, Cultuur en Wetenschap). On 1 January 2015, the System of Public Library Facilities Act (Wet stelsel openbare bibliotheekvoorzieningen, Wsob) came into force, giving the KB a coordinating role within the network of public libraries and responsibility for the implementation of system tasks. Pursuant to this new legislation, the KB also became responsible for developing the national digital library, of which the Online Library e-lending platform is the most important service. It provides access to digital content to members of all public libraries in the Netherlands and to digital-only subscribers.

The KB considers it important that public values occupy a central role in the digital public space. The KB therefore invites everyone to contribute to the values as expressed in the [PublicSpaces Manifesto](#).

Digital sovereignty is a strategic ambition for the KB. The KB strives for full authority and control over data, infrastructure, and technology, and for increasing independence from non-European technology companies (big tech). Furthermore, the KB follows the guidelines of the Dutch government and makes use of open standards as much as possible in order to reduce vendor lock-in.

1.2 Tendering Process

This Tendering Process concerns a European Public Tender pursuant to the Public Procurement Act 2012.

1.3 Digital submission via TenderNed

It is only possible to register for this Tendering Process via TenderNed. For more information about digital submission, see the [Step-by-step plan for submitting a tender | TenderNed](#). If you have any questions or uncertainties about how TenderNed works (for example, if you are unable to log in or submit documents), please contact the TenderNed Service Desk.



The TenderNed Service Desk is available on working days from 08:30 to 17:00 via telephone number 0800 - 836 33 76 (+31 70 379 88 99 for overseas entrepreneurs) or via the contact form at [Contact | TenderNed](#).

Registration and login with eHerkenning is mandatory for entrepreneurs on TenderNed.

2 Contract

2.1 Background

The KB currently has a Framework Agreement for **Online Library - e-lending platform**. This Framework Agreement will end by operation of law on 1 July 2028. The KB has decided to invite tenders for **Online Library - e-lending platform** at European level.

2.2 Objectives

The objective of the Online Library is to promote digital reading and listening enjoyment and to strengthen digital literacy to enable people to keep up in society. The Online Library therefore seeks to make reading and listening available, enjoyable and as accessible as possible to all.

These objectives need to be supported by the implementation of a new reading and listening platform (website, backend and application) that is accessible, reliable, intuitive and user-friendly for end users: members of the public library and digital-only members.

The intended solution is part of a chain and has standardised interfaces with both internal and external applications.

2.3 Contract description

In this Tendering Process, the KB is seeking one Contractor for the performance of Online Library - e-lending platform. The Contractor is required to perform the Contract in accordance with the Requirements Online Library, see **Schedule 1**. This section sets out the background and scope of the Contract in greater detail.

If the Contract has been bundled, an explanation will be provided here as to why this is necessary and has not been done unnecessarily. Where lots are used, this is explained in section 2.4.

2.3.1 Current situation

The Online Library currently consists of three main components: a backend (database), a mobile application and a website. Together, these components make up the Online Library. The backend and the application are provided by Odilo, whilst the management and further development of the website are entrusted to the KB.

This structure has led to undesirable inconsistencies in user experience across the various channels. This is reflected, amongst other things, in the metadata available for filters and in the manner in which the availability of materials is displayed.

Whereas the Online Library originally functioned exclusively as a digital bookshelf for reading e-books, its functionality has expanded over time. Users can now also search, borrow and review materials via the application. The backend plays a central role in this: it stores personal bookshelves, favourites and reading positions, amongst other things, and loans are processed via this system.

The delivery of available e-books, audiobooks and magazines is handled by Centraal Boekhuis (CB), which is responsible for the distribution, security and control of lending rights. The KB therefore does not own the e-books and magazines itself, but operates on the basis of licences. A similar structure applies to audiobooks, with the proviso that these are currently stored in the backend.

The Online Library effectively functions as a chain of applications. For example, customer data is managed in a separate application and metadata is supplied via internal systems.

2.3.2 Desired situation (scope)

The KB aims to create a new backend, website and apps for the Online Library that offer users a more accessible, personalised and user-friendly experience. The solution supports a wider variety of subscription types and provides a broader and more varied range of digital materials and intuitive ways to guide users to their next book.

The intended solution is based on a proven Software-as-a-Service (SaaS) offering that is already operational at the Tenderer and has been demonstrably used in a comparable context. The starting point here is to limit customisation as much as possible and to make maximum use of standard functionalities.

In addition, the solution must comply with open standards and interoperability principles in order to ensure sustainable interchangeability, scalability and future-proofing.

Scope of the Contract

The assignment comprises the delivery, implementation and further development of an integrated e-lending solution for the Online Library.

The solution consists of the following interrelated components:

1. E-lending module (backend/database)

The e-lending module forms the central system of the service. This module stores and manages content, user profiles, personal bookshelves, favourites, reading and listening positions, and lending transactions, amongst other things. The backend acts as the functional heart of the solution and supports the entire lending cycle.

2. Website (front end)

The website offers a user-friendly and accessible web environment where users can find inspiration, guidance, search for, try, borrow, read and listen to digital materials, and manage their preferences.

3. Mobile application (front end)

The mobile application supports the same core functionalities as the website and offers a consistent and coherent user experience for reading, listening and managing digital materials on mobile devices.

The backend, website and mobile application together form a single integrated service: the Online Library.

2.3.3 Out of scope

The following components and/or activities are expressly **not** included within the scope of this Contract:

1. Delivery and distribution of Dutch-language content

The licensing of content originally in Dutch falls outside the scope of this Tender. The KB enters into licensing agreements with publishers independently. This collection is distributed via Centraal Boekhuis (CB), which is responsible for fulfilment, including delivery, loan administration and settlement with publishers.

2. E-reader hardware and file security

Users of the Online Library must be able to read borrowed materials on their own e-reader. The supply of e-reader hardware, as well as technical support for e-readers, falls outside the scope of this Tender.

3. Customer registration and authentication

Customer registration and authentication are the responsibility of the KB and fall outside the scope of this assignment. Customer data is made available to the platform by the KB in anonymised form.

4. Interfaces for other library services

The development of interfaces for integration with other library services is outside the scope of this Tender. However, interfaces for connection to the integration layer (as specified in the Architectural overview, see Schedule 2 → receipt upon signing the confidentiality agreement, see Schedule 15 Non-disclosure agreement) are within scope. This concerns authentication and authorisation, the National Library Catalogue (NBC), metadata and the delivery of data to Datatheek.

2.4 Lots

The Contract consists of 1 lot.

The KB has decided not to divide the contract into multiple lots but to tender it as a single, integrated lot. This decision is based on the strong functional, technical, and operational interdependence between the various components of the contract.

The contract covers the supply, implementation, and further development of an integrated e-lending solution consisting of a backend (e-lending module), a website, and a mobile application. These components are closely interconnected and together form a single service for end users. Dividing the contract into separate lots would result in additional coordination and integration risks, increased dependency on multiple suppliers, and greater complexity in management and governance.

2.5 Contract scope

Taking into account indexation and any potential extensions of the requirements and wishes of the KB, the maximum value of the Framework Agreement for the full term of 8 years (an initial contract term of 4 years, with the option to extend the contract four times for a period of 1 year each, up to a maximum total term of 8 years) is estimated at €4.500.000 excluding VAT. This amount consists of one-off implementation costs and annual expenditure for the use, management, and further development of the Online Library. This estimate represents a maximum value and does not constitute a purchase obligation.

If the maximum value of the Framework Agreement is reached before the end of the term, the KB is entitled to unilaterally terminate the Framework Agreement and/or any Contracts concluded under it.

2.6 Common Procurement Vocabulary code (CPV code)

The Contract concerns **CPV code: 72420000** – Internet development services | Internet development services (general web development).

2.7 Framework Agreement

Number of Contractors to be selected: 1

The initial term of the Framework Agreement is set at 4 years.

Start date: The Framework Agreement will enter into force upon signature by both Parties.

Final date: **31 August 2030**

Option years: 4 x 1 year (total 4 years)

Option years will be exercised under the same terms and conditions (with the exception of the permitted indexation as included in the Framework Agreement) exclusively at the initiative of the KB. The KB may therefore decide unilaterally whether or not to renew the Framework Agreement. After using the renewals, the Agreement will terminate by operation of law on **31 August 2034**.

The Contracting Authority considers a Framework Agreement with a fixed term of four years and four optional one-year extensions to be justified in this case, given the nature and complexity of the assignment for the Online Library. The Contract encompasses not only regular services but also the implementation, setup, migration, management, maintenance, and further development of an integrated digital platform. This involves substantial investments, transition activities, and a careful management and development process.

A longer maximum term is also necessary to ensure the continuity, stability, and efficient operation of the services provided to end users and employees, and to limit unnecessary transition costs and risks associated with premature replacement.

2.8 Reserve Contractor Agreement

The Reserve Contractor Agreement, as included in Schedule 7, will be concluded with a Tenderer that, in relation to the provisionally awarded Tenderer, has finished in second place in the ranking order. The term of the Reserve Contractor Agreement is set at 12 months.

Should the Framework Agreement between the KB and the Contractor be dissolved prematurely, annulled or otherwise terminated, the KB has the option of awarding the Contract to the Tenderer who finished second in the ranking order and with whom the Reserve Contractor Agreement has been concluded. The KB is not obliged to award the Contract to this Tenderer, i.e. the contracting party to the Reserve Contractor Agreement. The KB expressly reserves the right to organise a new European Tendering Process or to carry out the relevant activities in-house without reimbursing any costs to this Tenderer.

The Tenderer with whom the Reserve Contractor Agreement is concluded must provide the same evidence as the successful Tenderer.

2.9 Data Processing Agreement

A Data Processing Agreement is concluded with the Contractor in addition to the Framework Agreement. A draft Data Processing Agreement is included in Schedule 8. The draft Data Processing Agreement already included in the Schedule will be completed and agreed upon by the Parties following the final award.

2.10 Revision Clause

Pursuant to Article 2.163c of the Public Procurement Act 2012, the Contract may be amended during the term of the Framework Agreement. The possible amendments concern:

- Additional Contracts under the Framework Agreement to be awarded directly to the Contractor that are closely related to the Contract, as described in the Tender Documents, with a maximum of 10% of the maximum estimate of the Framework Agreement.

3 Planning and Communications

3.1 Planning Overview

Action	Date
Publication	10 April 2026
Closure of first round of written questions	24 April 2026, 09:00
Dispatch of first Memorandum of Information	8 May 2026
Closure of second round of written questions	15 May 2026, 13:00
Dispatch of second Memorandum of Information	22 May 2026
Closure of submission of Tenders	5 June 2026, 13:00
Sending invitations: demonstration use cases	19 June 2026
Presentation use cases	29 June 2026 to 3 July 2026
Provisional award/rejection	27 July 2026
Period for objections	27 July 2026 to 17 August 2026
Verification	27 July 2026 to 17 August 2026
Final award	18 August 2026

The KB reserves the right to make changes to the planning. Any changes will be communicated by or on behalf of the KB via TenderNed.

3.2 Memorandum of Information

Interested Parties will be given the opportunity to ask questions and make comments on the Tender Documents, including Schedules and the present Tendering Process. After the initial Memorandum of Information has been provided, the Interested Party will have the opportunity to ask questions regarding the answers provided in the initial Memorandum of Information.

Questions submitted will be included anonymously in the Memoranda of Information. The questions and answers from the Memoranda of Information form an integral part of the Tender Documents. Any amendments made in response to the Memoranda of Information to the draft Framework Agreement will be incorporated into the final Framework Agreement.

General information

Questions must be submitted in the attached Excel format, one question per cell (Schedule 16 - Format for general information) via the "Messages" module of TenderNed (here, interested parties may attach the questionnaire as a Schedule) and not via the question and answer module of TenderNed. The KB will publish the answers to questions received anonymously via one or more Memoranda of Information on TenderNed.

The KB cannot guarantee that questions received after the deadline for submitting questions will be answered. If the KB deems it necessary, it reserves the right to disregard questions and/or comments or to process them only partially, provided that this does not violate the tendering guidelines.

Individual information

The Interested Party may request that information be provided individually if disclosure of the information would harm the legitimate economic interests of the Interested Party concerned. However, the provision of individual information may not lead to an unfair advantage, which could conflict with the principle of equality. In that case, the KB will offer the Interested Party the choice of withdrawing the question or having it answered in general terms. Individual questions must be submitted in the attached Excel format, one question per cell (Schedule 17 - Format for individual information) via the "Messages" module of TenderNed (where the Interested Party may attach the questionnaire as a Schedule) and not in the question and answer module of TenderNed.

Following the publication of the Memorandum or Memoranda of Information, the KB assumes that the Tender Documents are clear and unambiguous to Interested Parties. Information provided by or on behalf of the KB after publication of the Tender Documents is binding only insofar as it is recorded in writing in the Memorandum or Memoranda of Information.

Under penalty of exclusion, parties are not permitted to contact KB employees or members of the assessment committee in the context of this Tendering Process in order to obtain any information whatsoever. The only exception are messages sent exclusively via TenderNed.

4 Exclusion Grounds and Suitability Requirements

This section sets out the conditions relating to the Exclusion Grounds and Suitability Requirements applicable to this procurement procedure. The objective of these provisions is to guarantee the integrity and reliability of the procurement procedure and to ensure that only suitable and competent Tenderers are eligible for the Award of the Contract.

4.1 Letter of offer

The Tenderer must include a letter of offer with the Tender. The letter of offer must include at least the following information:

- The name of the Tenderer as registered in the national professional or trade register.
- The name of the contact person, including contact details, who will act as the point of contact on behalf of the Tenderer during the Tender.
- If applicable, the names of the Subcontractors or Third Parties or members of the Consortium with which they are registered in the national professional or trade register. An explanation of why and for which part of the Contract or Framework Agreement they will be engaged.

4.2 Exclusion Grounds and Suitability Requirements

Exclusion Grounds and Suitability Requirements

European Single Procurement Document (UEA):

Tenderers must complete the European Single Procurement Document tool in full and sign it using the European Single Procurement Document wizard on TenderNed. The European Single Procurement Document also includes the name, telephone number and address details of a contact person of the Tenderer. Further information about the European Single Procurement Document wizard is available at:

<https://www.tenderned.nl/cms/nl/vraag/uea-invullen>

Incomplete, untruthful and/or invalidly signed forms may result in exclusion. The KB is entitled to request further clarification, as long as this does not lead to a change in the Tender.

In the event that entrepreneurs decide to tender jointly for the Contract, the following applies:

- **Main Contractor/Subcontractor(s)** – If the Tenderer tenders with Subcontractor(s), it must report this in Part II D of the UEA. Each Subcontractor must also complete a UEA (Part II A & B and Part III to VI) and sign it in a legally valid manner;
- **Combination (Consortium of companies)** – If the Tenderer submits a Tender as a Consortium, all members of the Consortium must complete the UEA separately and sign it in a legally valid manner. The Tenderer shall state in Part II A with which entities it is entering into a Partnership:

- **Reliance on Third Party/Parties** – If the Tenderer relies on a Third Party or Third Parties (in order to meet the Suitability Requirements), the Tenderer must report this in Part II C of the UEA. Each relevant Third Party must also complete a UEA (Part II A & B and Part III to VI) and sign it in a legally valid manner.

Mandatory Exclusion Grounds

The Tenderer declares by means of the European Single Procurement Document that the mandatory Exclusion Grounds, as referred to in Article 2.86 of the Public Procurement Act 2012, do not apply to it.

If one or more of these Exclusion Grounds apply to the Tenderer, the Tenderer will be excluded from further participation in the Tendering Process, with due observance of the provisions of Articles 2.86a, 2.87a and 2.88 of the Public Procurement Act 2012.

Optional Exclusion Grounds

The Tenderer declares by means of the European Single Procurement Document that the optional Exclusion Grounds, as referred to in Article 2.87 of the Public Procurement Act 2012, that have been ticked in part 3C of the European Single Procurement Document, do not apply to it. If one or more of these Exclusion Grounds apply to the Tenderer, the Tenderer will be excluded from further participation in the Tendering Process, with due observance of the provisions of Articles 2.86a, 2.87a and 2.88 of the Public Procurement Act 2012.

Submission of evidence — Exclusion Grounds

The following evidence must be submitted with the Tender:

EG 1. Extract from the commercial register

A statement, not older than six months at the time of the Tender, showing that the Tenderer is registered in the national professional/commercial register in accordance with the requirements applicable in the country where the Tenderer is established or, if such a statement is not issued in the country of establishment, a statement or certificate under oath. In the Netherlands, this must be an extract from the commercial register of the Chamber of Commerce. The extract must also show that the Tender has been duly signed by the Tenderer.

Each Tenderer is required to submit an extract from the commercial register with the Tender. If the extract is not submitted or is older than six months at the time of the Tender, this will result in exclusion.

The evidence that must be submitted after provisional award is:

EG 2. Certificate of Conduct for Procurement

The Tenderer must demonstrate, by means of a Certificate of Conduct for Procurement, which must not be more than two years old at the time of submission of the Tender, that the Exclusion Grounds referred to in Articles 2.86 and 2.87(1)(c) and (d) of the Public Procurement Act 2012, insofar as it concerns an irrevocable conviction or an irrevocable decision for violation of competition rules, do not apply to it.

The successful parties (number 1 and 2) in the ranking order are required to submit the Certificate of Conduct for Procurement after the provisional award within 7 calendar days. Failure to submit documents on time or documents older than two years will result in exclusion, unless the successful parties (number 1 and 2) can demonstrate that they have a valid reason for this late submission, in the opinion of the KB.

EG 3. Tax Authority Statement

The Tenderer must demonstrate, by means of a Tax Authority Statement that is no more than six months old at the time of submitting the Tender, that the Grounds for Exclusion referred to in Article 2.87(1)(j) of the Public Procurement Act 2012 do not apply to it and that the Tenderer has therefore fulfilled its obligations regarding the payment of social security contributions and/or taxes.

The successful parties (number 1 and 2) in the ranking order are required to submit the Tax Authority Statement after the provisional award within 7 calendar days. Failure to submit documents on time or documents older than six months will result in exclusion, unless the successful parties (number 1 and 2) can demonstrate that they have a valid reason for this late submission, in the opinion of the KB.

Joint tender

If contractors decide to submit a joint tender for the Tender, the following applies to supporting documents relating to **grounds for exclusion** (EG1. Extract from the commercial register, EG2. Declaration of Conduct for Tendering, and EG3. Tax Authority Declaration) and **suitability requirements** applies as follows:

- **Main contractor(s)/subcontractor(s)** – If the Tenderer tenders with Subcontractor(s), only the main contractor is required to provide the three above-mentioned supporting documents relating to Grounds for Exclusion EG1, EG2, and EG3.
- **Combination (partnership of companies)** – If the Tenderer tenders as a Partnership, each member of the Partnership must provide the three above-mentioned supporting documents relating to Grounds for Exclusion EG1, EG2, and EG3.
- **Reliance on Third Party/Parties** – If the Tenderer relies on a Third Party/Parties (in order to meet the Suitability Requirements), both the Tenderer and the Third Party/Parties must provide the three supporting documents mentioned above relating to Grounds for Exclusion EG1, EG2, and EG3, Schedule 12 - Economic and financial capacity commitments and/ or Schedule 13 - Appeal technical and professional competence.

Suitability Requirements regarding financial and economic capacity

The Suitability Requirements below are applied in order to assess whether the Tenderer is suitable to perform the Contract. Tenderers must indicate in the European Single Procurement Document whether they meet the Suitability Requirements. If this is not the case, the Tender submitted by the relevant Tenderer will be disregarded. The KB points out that Part IV of the European Single Procurement Document refers to selection criteria. This refers to the Suitability Requirements as detailed below.

Audit opinion:

The Tenderer declares by means of the European Single Procurement Document that the most recent audit opinion of the Tenderer does not contain any critical remarks with regard to the going concern paragraph (e.g. a paragraph in the annual accounts stating that there is doubt about the going concern status of the enterprise of the Tenderer). As regards enterprises that are not required to prepare annual accounts, an assessment or compilation statement will suffice, which may not include a going concern paragraph.

The successful parties (number 1 and 2) in the ranking order are required to submit the audit opinion, or the review report or compilation report, within 7 calendar days. Failure to submit the requested documents on time will result in exclusion.

Insurance:

The Tenderer declares by means of the European Single Procurement Document that the Tenderer is adequately insured or that the Tenderer will take out adequate insurance at the time the Contract is provisionally awarded to it (see the procurement conditions for the minimum insured amounts) by means of a public liability insurance (Aansprakelijkheids Verzekering Bedrijven, AVB). At the time the Contract is definitively awarded to the Tenderer, the Tenderer must be adequately insured and must remain so during the performance of the Contract. The insurance certificate must not include any excess. If the insurance does include an excess, the Contractor will not offset this excess against the KB.

The successful parties (number 1 and 2) in the ranking order are required to submit a copy of the insurance policy or insurance certificate within 7 calendar days of the provisional award. Failure to submit documents on time and/or falling below the minimum insured amounts will result in exclusion.

Suitability Requirements of technical and professional competence

References:

The Tenderer is required to demonstrate, by means of a reference, per core competency, that it has the experience that the KB considers necessary for the performance of the Contract. The Tenderer declares by means of the European Single Procurement Document that the Tenderer has at least one reference for each core competency listed below. It is possible to demonstrate both/multiple core competencies by means of a single reference.

Core competencies:

1. Core competency 1. Providing a generic e-lending platform

The Tenderer must have at least two years of demonstrable experience in providing and operating its own hosted e-lending platform for e-books and audiobooks, which is used by at least 250.000 active users (where an active user reads an e-book or listens to an audiobook at least once a year).

This core competency may be demonstrated with a maximum of two references.

2. Core competency 2. Maintenance of a generic e-lending platform

The Tenderer has at least two years of demonstrable experience in maintaining its self-hosted e-lending platforms for e-books and audiobooks. Maintenance includes resolving incidents and bugs,

developing functionalities, and implementing security updates. The platform in question facilitates at least 1.000.000 downloads of e-content per year. This core competency may be demonstrated with a maximum of two references.

3. Core competency 3. Implementing interfaces/connections

The Tenderer has at least two years of demonstrable experience in creating and maintaining interfaces and links between the self-hosted e-lending platform for e-books and audiobooks that it offers and integrations with at least two other applications (e.g., repositories, recommenders, authentication/authorisation) as part of a larger chain than just the e-lending platform. This core competency must be demonstrated with one reference.

4. Core competency 4. App for iOS and Android and website

The Tenderer has at least two years of demonstrable experience in developing and maintaining an app (iOS and Android) and website for reading and listening to e-books and audiobooks, which is used by at least 250.000 active users. This core competency may be demonstrated with a maximum of two references.

The Tenderer is required to describe the reference on the basis of the reference statement included in **Schedule 5**. The description must demonstrate that the reference provided by the Tenderer meets the core competency or competencies. This reference statement must be enclosed with the Tender and submitted directly by the Tenderer. All sections of the Schedule must be completed.

The end date of a contract reference is a maximum of three years prior to the date of the Tender. Contract references that ended more than three years ago, calculated from the deadline for submission of the Tender, will not be taken into account. However, a contract reference may have commenced more than three years ago. Ongoing contracts may be submitted as references, but only results that have actually been achieved will be taken into account.

The KB reserves the right to verify the accuracy of the reference by contacting the referee's contact person. If this check reveals that the information provided in the Tender differs from what the contact person has reported, the KB may still decide to exclude the Tenderer from the Tendering Process.

Required standards

ISO 9001: The Tenderer has a quality management system in place that complies with ISO 9001 or equivalent. Evidence of this can be provided by valid certification or by other means whereby the Tenderer is able to demonstrate that it manages its processes and systematically (i.e. according to a plan-do-check-act cycle) facilitates the quality of its business processes in accordance with ISO 9001 standards.

ISO 27001:2017: The Tenderer has an information security management system in place that complies with ISO 27001:2017 or equivalent. The Tenderer uses a documented information security management system. Evidence of this can be provided by valid certification or by other means whereby the Tenderer is able to demonstrate that it is taking measures with regard to process-based information security and the periodic

establishment, implementation, monitoring, assessment, maintenance and improvement of a documented management system in accordance with ISO 27001:2017 standards.

ISO/IEC 27018: The Tenderer has valid ISO/IEC 27018 certification, or equivalent, whereby the Software-as-a-Service (SaaS) service offered falls explicitly within the scope of the certification. Proof of this can be provided by means of valid certification or in another manner that demonstrates that the Tenderer has taken demonstrable measures to protect personal data in cloud environments. These measures must be in line with the principles and control measures of ISO/IEC 27018, including the establishment, implementation, monitoring, evaluation, and continuous improvement of a documented management system.

The Tenderer must provide evidence of compliance with the above-mentioned standards with the Tender.

Tenderers must meet the Suitability Requirements on the day of the Tender, on the day of the proposed award and during the performance of the Contract. The same applies to the applicability of the Exclusion Grounds; these may not apply or continue to apply to the Contractor during the performance of the Contract.

5 Award Criteria

5.1 Subject

The Contract will be awarded on the basis of the Most Economically Advantageous Tender Award Criterion based on the "best price-quality ratio", as referred to in Article 2.114(2)(a) of the Public Procurement Act 2012.

In total, a maximum of 1,000 points can be scored by a Tenderer on the Award Criteria.

Award Criteria		Weighting
1	Quality – Implementation & Migration Approach (Project Plan)	150 points
2	Quality – Innovation Capability & Roadmap / SaaS Evolution	50 points
3	Quality – Sustainability & Societal Impact	150 points
4	Quality – System Desirables – Online Library	150 points
5	Quality – Use Cases	400 points
6	Price	100 points

The assessors have the following scoring options (**score table**):

Score	Description	Percentage of maximum points achievable
Excellent	<ul style="list-style-type: none"> The information provided is fully consistent with the principles set out in these Tender Documents; The information provided gives an excellent picture of the services offered; The information provided makes a very positive contribution to the services; The information provided is specific and well-founded; It exceeds the expectations of the KB and/or offers excellent added value. 	100%
Good	<ul style="list-style-type: none"> The information provided is consistent with the principles set out in these Tender Documents; The information provided gives a good picture of the services offered; The information provided makes a positive contribution to the services; The information provided is specific and substantiated; It meets the expectations of the KB and/or offers added value in certain areas. 	75%

Satisfactory	<ul style="list-style-type: none"> The information provided is in line with the principles set out in these Tender Documents; The information provided gives a satisfactory picture of the services offered; The information provided makes a contribution to the services; The information provided is specific and substantiated to a limited extent; It meets the expectations of the KB, but offers no further added value. 	50%
Poor	<ul style="list-style-type: none"> The information provided is not entirely consistent with the principles set out in these Tender Documents; The information provided is not specific and substantiated; It does not meet the expectations of the KB and/or aspects of the questions are missing. 	25%
Unsatisfactory	<ul style="list-style-type: none"> The information provided does not adequately reflect the principles set out in these Tender Documents and/or significant parts of the answers are missing. 	0%

5.2 Qualitative Award Criteria

5.2.1 Implementation & Migration Approach (Project Plan) – 150 points

Objective

The KB aims to achieve a carefully controlled transition to the new E-Lending platform, ensuring that a smooth migration, effective chain collaboration, and uninterrupted service delivery are fully safeguarded.

To be provided by the Tenderer

The KB seeks insight into the extent to which the Tenderer is capable of realising a carefully controlled transition to the new E-Lending platform. The Tenderer shall submit a concrete and executable Project Plan, fully and specifically addressing the following questions:

1. Project phasing and control

What does the proposed project phasing look like, including planning, key milestones, and the manner in which these will be controlled?

Describe at least the main and sub-phases, dependencies, decision points, and control measures.

2. System configuration, setup, and integration

How will the Tenderer approach system configuration, technical setup, and integration with chain partners?

Please address environment configuration, chain alignment, and the safeguarding of interoperability and stability.

3. Migration strategy and data quality

What is your complete migration strategy, including the conversion of accounts, customer data, metadata, lending positions, and other relevant data?

Please explain how data quality, data security, and completeness will be ensured, and how data loss will be prevented.

4. Quality assurance: testing and acceptance

Which quality assurance method will you apply, including testing and acceptance procedures such as unit, chain, and user testing?

Describe the testing approach, planning, acceptance criteria, stakeholder involvement, and how findings will be resolved in a timely manner.

5. Fallback and recovery mechanisms

How will fallback and recovery mechanisms be designed to address potential migration issues and ensure continuity?

Include at least: fallback scenarios, recovery strategies, monitoring, and measures to prevent disruption for users.

Maximum number of pages of elaboration

The elaboration of this Award Criterion covers a maximum of eight A4-size pages. This maximum number of pages applies to the main text, including tables, figures, images and schedules, but excludes the cover page and table of contents, and is written in Arial font, size 9. Any references to other media or sources will not be assessed. If the maximum number of pages is exceeded, only the first eight pages will be assessed.

Assessment framework

The entire elaboration will be assessed in terms of quality. In its assessment, the assessment team looks at the "overall picture" of the elaboration and the substantiation provided. In doing so, the assessment team pays attention to:

- The level of detail and feasibility of the planning, phasing, and control measures;
- The quality and completeness of the approach to configuration and chain integrations;
- The extent to which migration is described as a controlled and verifiable process (data quality, privacy/security, completeness);
- The maturity of the testing and acceptance process, including chain testing and user acceptance;

- The credibility and robustness of fallback and recovery measures aimed at ensuring uninterrupted service delivery.

The more closely the elaboration corresponds to what is requested, the higher the score. See the score table.

The assessment aspects are not further Award Criteria or sub-Award Criteria and are not weighted against each other. These are aspects on which the assessors evaluate this Award Criterion in order to arrive at a single overall assessment rating, taking into account the substantiation provided. The KB deliberately opts for an integrated assessment, as it considers there to be a clear relationship between the assessment aspects.

5.2.2 Innovation Capability & Roadmap / SaaS Evolution – 50 points

Objective

The KB requires an e-lending platform that is actively developed throughout the contract period, adapts to evolving end-user needs and technological developments, and remains future-proof. In this context, the KB attaches importance to demonstrable R&D capacity and a transparent process in which customers (the KB and the library ecosystem) have a structural influence on further development and prioritisation.

To be provided by the Tenderer

The KB seeks insight into the extent to which the Tenderer demonstrates a convincing vision on further development, possesses demonstrable R&D capacity, and applies a mature methodology to actively and in a controlled manner evolve the SaaS solution throughout the contract period, including structural customer involvement in prioritisation and decision-making.

The Tenderer shall submit a description that addresses the following questions fully, concretely, and specifically:

1. Vision & innovation capability

How will the platform remain current and relevant within the (inter)national e-lending market (including UX/accessibility, security/privacy, interoperability, and data-driven functionality)?

2. R&D capacity and delivery capability

How is the development organisation structured, and what capacity is available to further develop the platform throughout the contract period (teams/roles/expertise)? Please also describe the release and quality assurance processes (including testing, change management, and security).

3. Customer involvement and governance

How is the structural involvement of the KB and chain partners in further development and

prioritisation organised? Please describe the consultation structure, frequency, working methods, transparency of decision-making, and the handling of conflicting requirements.

Maximum number of pages of elaboration

The elaboration of this Award Criterion covers a maximum of four A4-size pages. This maximum number of pages applies to the main text, including tables, figures, images and schedules, but excludes the cover page and table of contents, and is written in Arial font, size 9. Any references to other media or sources will not be assessed. If the maximum number of pages is exceeded, only the first four pages will be assessed.

Assessment framework

The entire elaboration will be assessed in terms of quality. In its assessment, the assessment team looks at the "overall picture" of the elaboration and the substantiation provided. In doing so, the assessment team pays attention to:

- The clarity and relevance of the vision on further development;
- The extent to which development capacity and delivery reliability are convincingly demonstrated;
- The maturity of the release, quality assurance, and change management processes;
- The effectiveness and transparency of customer influence on further development;

The more closely the elaboration corresponds to what is requested, the higher the score. See the score table.

The assessment aspects are not further Award Criteria or sub-Award Criteria and are not weighted against each other. These are aspects on which the assessors evaluate this Award Criterion in order to arrive at a single overall assessment rating, taking into account the substantiation provided. The KB deliberately opts for an integrated assessment, as it considers there to be a clear relationship between the assessment aspects.

5.2.3 Sustainability & Societal Impact – 150 points

Objective

The KB seeks a solution that is developed and managed in an energy-efficient, sustainable, and socially responsible manner, with minimal ecological impact and a responsible supply chain (including suppliers and hosting partners).

To be provided by the Tenderer

The KB seeks insight into the extent to which the Tenderer has structurally embedded sustainability and socially responsible business practices within its organisation and within the proposed SaaS

service provision. The Tenderer shall submit a description fully and concretely addressing the following questions:

1. Energy efficiency and ecological impact of the solution

In what way is the proposed solution designed and configured to be energy efficient (e.g. hosting choices, data centre efficiency, scalability, monitoring of consumption)? Please indicate how the ecological impact of the platform is measured and reduced.

2. Sustainable management and further development

Which measures do you apply to ensure sustainability throughout management and further development (e.g. efficient releases, limiting unnecessary data storage/traffic, software lifecycle, sustainable architectural principles)?

3. Responsible supply chain and supplier management

How do you ensure that chain partners (such as hosting or development partners) comply with sustainability requirements and socially responsible standards? Please describe your approach to the selection, contracting, and monitoring of chain partners.

4. Socially responsible business practices

How does your organisation contribute to fair working conditions, inclusiveness, and societal responsibility (e.g. employment conditions, diversity and inclusion, due diligence regarding human rights in the supply chain)?

Maximum number of pages of elaboration

The elaboration of this Award Criterion covers a maximum of four A4-size pages. This maximum number of pages applies to the main text, including tables, figures, images and schedules, but excludes the cover page and table of contents, and is written in Arial font, size 9. Any references to other media or sources will not be assessed. If the maximum number of pages is exceeded, only the first four pages will be assessed.

Assessment framework

The entire elaboration will be assessed in terms of quality. In its assessment, the assessment team looks at the "overall picture" of the elaboration and the substantiation provided. In doing so, the assessment team pays attention to:

- The extent to which the solution is designed to be energy-efficient and its environmental impact is demonstrably minimised.
- The extent to which sustainability is embedded in the management, architecture, and further development of the solution.
- The extent to which sustainability and social responsibility are ensured in the selection and management of supply chain partners.

- The extent to which the organisation upholds fair working conditions, inclusivity, and social responsibility.

The more closely the elaboration corresponds to what is requested, the higher the score. See the score table.

The assessment aspects are not further Award Criteria or sub-Award Criteria and are not weighted against each other. These are aspects on which the assessors evaluate this Award Criterion in order to arrive at a single overall assessment rating, taking into account the substantiation provided. The KB deliberately opts for an integrated assessment, as it considers there to be a clear relationship between the assessment aspects.

5.2.4 System Desirables – Online library – 150 points

In addition to the minimum requirements set out in the Requirements (Schedule 1), a number of System Desirables relating to the online library have also been included. These are listed in Schedule 3, System Desirables – Online library. By means of this Award Criterion, the KB seeks to differentiate between Tenders according to the extent to which the proposed solution aligns with the desirables set out in Schedule 3.

For each desirable included in Schedule 3, the Tenderer must specify whether the proposed solution satisfies that desirable and explain how. Where the Tenderer demonstrates, with appropriate justification, that a desirable is satisfied, the Tenderer will be awarded the corresponding points set out in Schedule 3. If the Tenderer states that a desirable is not satisfied, or only partially satisfied, no points will be awarded for that desirable.

The evaluation of this Award Criterion will in the first instance be based on the Tenderer's completed and submitted response to the desirables included in Schedule 3. The level of compliance stated by the Tenderer will accordingly serve as the basis for the provisional scoring and provisional ranking.

To verify the accuracy of the Tender, the KB will, prior to the provisional award, carry out a further verification of the Tenders ranked first and second in the provisional ranking. This verification will concern the desirables in respect of which the relevant Tenderer has stated that the proposed solution meets the requirement.

If the verification demonstrates that, contrary to the statements made in the Tender, the proposed solution does not or does not fully satisfy one or more of the specified desirables, the KB reserves the right to deduct all or part of the points awarded for the relevant desirable(s). Where appropriate, the score of the relevant Tenderer will be recalculated.

Any adjustment to the score following verification may result in a change to the provisional ranking. In that event, the ranking will be revised on the basis of the scores established after verification. No rights may be derived by Tenderers from the provisional ranking.

The KB reserves the right, where the outcome of the verification so warrants, to subject other parts of the Tender to further assessment or to carry out additional verification measures.

Scoring methodology

The maximum score for this Award Criterion is 150 points. For each system desirable, either 2, 5 or 10 points can be awarded (see column C of Schedule 3, Schedule of Desirables).

5.2.5 Demonstration (demo use cases) – 400 points

Purpose of the Demonstration

Tenderers are required to demonstrate the use cases set out in **Schedule 4. Use cases (demonstration)** using their proposed solution.

Only Tenderers that have not been excluded on the basis of the exclusion grounds and that satisfy the applicable Suitability Requirements and all other tender conditions will be invited to the demonstration. Tenderers that, on the basis of the evaluation of their Tender, no longer stand a realistic chance of being awarded the contract will be notified by the KB before the demonstrations begin. The Tenderer then has the choice of whether or not to take part in the demonstration.

The purpose of the demonstration is to enable the KB to assess the extent to which the proposed solution effectively delivers the required functionalities and user experience and is practically usable for both end users and employees.

Environment and Representativeness

The demonstration must take place in a realistic, operational environment that is representative of the solution being offered for the purposes of evaluation.

If the Tenderer uses test data, sample accounts, or fictitious user profiles for the demonstration, this must not compromise the representativeness of the demonstration or the evaluation of its functionality.

Scope of the Demonstration

The Tenderer must demonstrate the requested components for each use case in a complete, reproducible, and coherent manner. The demonstration must be structured in such a way that the evaluation committee can clearly see how the functionality works, what actions are performed, and what the result is.

It is not permitted to introduce new functionalities during the demonstration that are not described in the written proposal.

To the extent that a use case relates to different roles, user groups, platforms, or channels, the Tenderer must demonstrate the operation from each relevant perspective.

Conduct of the Demonstration

The live demonstration will be conducted by the Tenderer and will have a maximum duration per use case as specified in Schedule 4. The demonstration will take place in the week specified in the schedule in Section 3.1. Responsibility for the progress and time management of the demonstration lies entirely with the Tenderer. The assessment is limited to those elements that were actually demonstrated within the time allocated for the relevant use case.

The demonstration will be conducted on-site at the KB in The Hague (Netherlands) or digitally via Microsoft Teams, at the Tenderer's discretion.

The demonstration may be conducted on behalf of the Tenderer by a maximum of two persons. The Tenderer is responsible for providing their own laptop. The KB will provide the necessary audiovisual equipment.

Acceptable Form of Demonstration

During the demonstration, it is not permitted to explain functionalities solely through presentations, mock-ups, designs, screenshots, or roadmaps if and to the extent that the use case requires an actual demonstration of how the solution works.

A verbal explanation may only serve to support the live demonstration and cannot replace the actual demonstration of the requested functionality.

Evaluation

The evaluation is based solely on what is actually demonstrated during the presentation. Features that are not demonstrated, or not demonstrated in full, are deemed not to have been demonstrated.

If a Tenderer claims that a certain feature is present but fails to demonstrate it during the presentation, the Contracting Authority may disregard it in the evaluation.

Clarifying Questions

The KB reserves the right to ask clarifying questions during or immediately following the demonstration, provided that such questions are consistent with the principle of equal treatment and do not result in any additions or changes to the Tender.

Answers to these questions must be limited to clarifying the functionalities already demonstrated.

Disqualification Requirement

A Tender will be rejected if one or more of the following situations occur:

- the Tenderer does not have a realistic, functional demonstration of the proposed solution — one that is representative for evaluation purposes — that can be demonstrated live during the presentation;
- the Tenderer fails to attend the presentation.

5.2.6 Assessment of Total Price – 100 Points

Prices must be specified in the designated Price Sheet.

The total price is the price for all items, including any discounts, as shown at the bottom of the Price Sheet. The Tenderer is not entitled to reimbursement of any additional costs whatsoever. During the term of the Framework Agreement, the Tenderer may therefore not invoice any costs other than those specified in the Price Sheet, unless explicitly stated elsewhere. The price must be stated in euros excluding VAT. The Price Sheet must be submitted in Excel and as a signed version in PDF format.

Maximum Total Price €2.500.000 Excluding VAT

A maximum price applies to this Tender. The total Tender price, as entered by the Tenderer in Schedule 10 – Price Sheet, may not exceed **€2.500.000** excluding VAT (**Knock Out**).

If the total Tender price exceeds this amount, the Tender is invalid and will be set aside. In that case, the Tender will not be considered for further evaluation.

When determining whether the price ceiling has been exceeded, only the total Tender price as stated in Schedule 10 – Price Sheet is decisive.

Relative assessment methodology

The total price will be assessed on the basis of the Price Sheet completed by the Tenderer. The Tenderer with the lowest price/total price achieves the maximum score. If your total price exceeds the maximum total price, your Tender will be disregarded. The score of the other Tenderers is calculated using the following formula:

Xmin = Lowest price Tender

Xlev = Your Tender

$(Xmin / Xlev) \times \text{total price weighting}$

Calculation example:

Tender prices

Supplier A: € 2.100.000

Supplier B: € 2.300.000

Supplier C: € 2.400.000

The lowest tender price (**Xmin**) is € 2.100,000.

Calculation

Supplier A: $(€ 2.100.000 / € 2.100.000) \times 100 = 100.00$ points

Supplier B: $(€ 2.100.000 / € 2.300.000) \times 100 = 91.30$ points

Supplier C: $(€ 2.100.000 / € 2.400.000) \times 100 = 87.50$ points

The scores for the Award Criterion price are rounded to two decimal places.

Submitting an unrealistic or manipulative Tender, as determined by the KB, will result in the Tenderer being excluded from the Tendering Process.

6 Assessment procedure

6.1 Assessment of Tender

1. The safe will be opened immediately after submission on the date specified in the planning. A report will be drawn up of the opening of the safe, stating from whom a Tender has been received. Tenderers will receive a copy of this report.
2. A Tender is firstly assessed for completeness and validity. A Tender that is incomplete, not signed or not legally signed, or does not comply with the requirements, will be disregarded as invalid, unless correction is permitted within the limits of procurement law. A Tenderer whose Tender is disregarded will no longer be eligible for the award of the Contract.
3. In addition, a Tender is checked to ensure that no changes have been made to the documents provided by the Contracting Authority and to check for provisos made by the Tenderer, such as, but not limited to, specifying that its own terms and conditions apply.
4. After assessment for completeness and validity, the European Single Procurement Document is checked. It will be verified whether Exclusion Grounds apply to the Tenderer and whether it meets the set Suitability Requirements. If one or more Exclusion Grounds apply or if the Tenderer does not meet one or more Suitability Requirements, this will result in the Tenderer's exclusion from the Tendering Process.
5. The remaining Tenders will then be assessed on the basis of the Award Criterion "Quality", as further set out in Chapter 5 et seq. Each assessor will assign an individual score to each open question. Once all assessors have submitted their individual scores, a joint deliberation will take place. The purpose of this deliberation is to reach consensus on the final assessment for each sub-Award Criterion. The final score awarded for each sub-award criterion will be used in determining the best price-quality ratio.

During the substantive assessment of the Tender, the KB expressly reserves the right to contact the Tenderer for clarification of, or additional information on, the documents submitted. Any such request will be made to the Tenderer in writing. Such clarification or additional information may not alter the nature of the Tender.
6. The total price will be assessed on the basis of the Price Sheet completed by the Tenderer. The scores for the Award Criterion Price will be rounded to two decimal places. Submission of an unrealistic or manipulative Tender, as determined by the KB, will result in the Tenderer being excluded from the Tendering Process. The members of the evaluation committee will not have access to the submitted prices and will not be informed of the separate score for the Award Criterion Price. Following completion of the assessment of the open questions, the evaluation committee will only be informed of the overall total score.
7. Tenderers that have not been excluded on the basis of the exclusion grounds and that satisfy the applicable Suitability Requirements and all other tender conditions will be invited to the demonstration. Tenderers that, on the basis of the evaluation of their Tender, no

longer stand a realistic chance of being awarded the contract will be notified accordingly by the KB before the demonstrations begin. Such Tenderers may then decide whether or not to participate in the demonstration.

The assessment of the demonstration will be carried out by the evaluation committee immediately after the relevant demonstration has taken place.

8. The points achieved on all Award Criteria/sub-Award Criteria are added together to produce a total score. Based on the Tenders received, the KB will determine which Tenderer has achieved the highest total score on all Award Criteria/sub-Award Criteria combined. The Contract will be awarded to that Tenderer on a provisional basis.

In the event of a tie in the total score, the Contract will be awarded to the Tenderer with the highest quality score. If, in that case, Tenderers also have an equal score on quality, Award Criterion **Use cases** will be decisive; the Tenderer with the highest score on Award Criterion **Use cases** will be designated as the winner in that case. If the score is still equal, Award Criterion **Implementation & Migration approach** will be decisive. If the scores remain equal, the following Award Criteria shall apply in the following order: **(3) Sustainability & Social Impact, (4) System Desirables – Online Library, and (5) Price**. The Tenderer with the highest score on the first Award Criterion on which a difference arises shall be designated as the winner.

9. Following the provisional award, the successful parties (ranked first and second) must submit the requested documents. If it transpires that the documents submitted by the successful parties following the provisional award do not meet the requirements and conditions set out in the Tender Documents, those Tenders shall be disregarded. The Tenderer in question shall be removed from the assessment matrix. On the basis of the new ranking order, a new provisional award shall be made. The Tenderer to whom the new provisional award is made must submit the requested documents. See the checklist in section 7.4.
10. Following evaluation of the Tenders and prior to the award decision, the highest-scoring Tenderer may be invited to clarify its Tender in a verification interview. If the verification interview reveals that one or more requirements are not met, this shall result in exclusion from the Tender.
11. Only following positive verification may the Contract be definitively awarded after the expiry of the objection period.

If a Tender is excluded during the assessment procedure, whether before or after the provisional award, the Tenderer in question shall be removed from the assessment matrix. This shall result in a new ranking order.

If the assessment is based wholly or partly on a relative score — for example, in the case of a relative price assessment in which the lowest price serves as a reference — the scores of the remaining

Tenders shall be recalculated when a Tender is excluded. In that case, the new lowest price shall form the new benchmark for determining the relative score. This may alter the ranking order of the remaining Tenders.

The KB may verify the accuracy and completeness of the information provided by the Tenderer in the context of this tendering procedure.

6.2 Assessment committee

The Tenders shall be assessed by an assessment committee appointed by the KB. This committee consists of expert staff members of the KB with relevant knowledge of the content and objectives of this Tendering Process.

Depending on the Award Criterion or the specific lot, the composition of the assessment committee may vary. For each criterion or lot, different assessment committees may be used, consisting of subject matter experts in the relevant field. In that case, the assessments for each component will be carried out by the relevant assessment committee and combined into a total score in accordance with the assessment system described in these Tender Documents.

The assessment committee will act objectively, independently and on the basis of the information provided by the Tenderers.

7 General provisions

7.1 Statement of agreement

1. By submitting a Tender, the Tenderer unconditionally and fully agrees to all requirements, conditions, criteria and provisos, as set out in the applicable documents, including this Descriptive Document, the Programme of Requirements (PoR), the Memoranda of Information, the Framework Agreement, the Reserve Contractor Agreement, the Data Processing Agreement and the General Purchasing Conditions. If a Tenderer nevertheless attaches conditions and/or provisos to its Tender, the Tenderer will be excluded from further participation in the Tendering Process.
2. Following final award, the Framework Agreement will be concluded between the KB and the Contractor, supplemented by any additions and/or amendments from the Memoranda of Information.
3. The Reserve Contractor Agreement will be concluded between the Contracting Authority and the Tenderer who finished second in the ranking order, supplemented by any additions and/or amendments from the Memoranda of Information.

7.2 Tender

The digital safe will close precisely at the time specified in the planning. After the safe is closed, it is no longer possible to submit a Tender or parts thereof. Any delays are entirely at the risk of the Tenderer. The KB advises Tenderers to start submitting their Tenders via TenderNed in good time.

By submitting the Tender, the Tenderer fully and unconditionally agrees to all requirements and conditions as stated in the Tender Documents, including the Descriptive Document and the Memoranda of Information. If a Tenderer attaches conditions and/or provisos to its Tender, the Tenderer will be excluded from the Tendering Process. Conditional Tenders are not permitted under penalty of exclusion.

A Tenderer, whether a natural or legal person or a company, may only submit one Tender, either as an independent Tenderer, as a member of a Consortium or as a Subcontractor. For the purposes of this provision, legal persons and/or companies that meet the following conditions shall in any case be regarded as legal persons or companies:

- a. Legal entities and/or companies that are affiliated with each other in the manner referred to in Article 2:24a of the Dutch Civil Code (Burgerlijk Wetboek);
- b. Legal entities and/or companies that are affiliated with each other in a group, as referred to in Article 2:24b of the Dutch Civil Code; or
- c. Legal entities and/or companies that are affiliated with each other in legal forms comparable to those referred to in sub (a) or sub (b) under foreign law.

The KB will not exclude natural or legal persons if those natural or legal persons demonstrate that, in their case, there is no real danger of practices occurring that could threaten transparency and distort competition between the Tenderers and, more generally, that this relationship has not influenced and will not influence their respective behaviour in the context of this Tendering Process.

A Tenderer may not also act as a Third Party that is relied upon by another Tenderer. A Third Party may not act as guarantor for multiple Tenderers where this concerns the Suitability Requirements relating to financial and economic capacity, in accordance with Article 2:403(f) of the Dutch Civil Code.

7.3 Tender format requirements

The Tender must be signed by a legally authorised representative of the Tenderer, under penalty of exclusion. If representatives of a Tenderer only have joint power of representation, all such representatives must sign the Tender. This legal validity must be demonstrated by an extract from the commercial register of the Chamber of Commerce (Kamer van Koophandel, KvK), or a legally signed authorisation, or by data and documents from another Member State, from the Tenderer's country of origin or the country in which the Tenderer is established, which serve an equivalent purpose. Tenderers must submit a valid extract from the commercial register with their Tender.

The Tender must include the names and job titles of the persons who will legally represent the Tenderer. The Tender must also include the name, telephone number and address details of a contact person who, at the request of the KB, can provide clarification on the Tender, including by telephone. This information must be entered in the European Single Procurement Document.

If, upon verification, it appears that the Tender has not been validly signed, the Tenderer will receive written notification of this from the Contracting Authority via the TenderNed messaging module. The Tenderer will then be given a one-time opportunity to rectify this omission, provided that the rectification takes place within 48 hours of the Contracting Authority sending the notification. If no valid rectification is provided within this period, the Tender will be disregarded.

7.4 Tender checklist

The Tender must consist of the documents listed below. If one or more documents are missing, the Tender will be disregarded. If the documents provided are incomplete or unclear, the KB may request further clarification.

Description	Submission format	Add to TenderNed
Letter of offer	Own format	Other documents
Extract from the commercial register or an entry in the national professional/trade register or, if such a statement is not issued in the country of establishment, a statement or certificate under oath.	Own format of authority	Other documents
European Single Procurement Document	Schedule 11	Other documents
Reference statement per reference	Schedule 5	Other documents
Reliance on Third Parties (financial capacity or financial resources)	Schedule 12	Other documents
Reliance on technical and professional competence	Schedule 13	Other documents
Answers to open questions (in separate PDF files per Award Criterion), see section 5.2 for the maximum permitted number of A4 pages	Own format	Award Criterion Open Questions
System Desirables – Online Library	Schedule 3	Award Criterion Open Questions
Price Sheet (Please note! Both in Excel and legally signed in PDF format)	Schedule 10	Award Criterion Price
ISO 9001 or similar equivalent	Certificate or similar evidence	Requirements
ISO 27001:2017 or similar equivalent	Certificate or similar evidence	Requirements
ISO/IEC 27018 or similar equivalent	Certificate or similar evidence	Requirements

7.5 Checklist of evidence after provisional award

Description	Submission format
Certificate of Conduct for Procurement	Format of Ministry of Justice
Proof of payment of social security contributions or taxes	Format of Tax and Customs Administration
Audit opinion	Format of accountant
Copy of insurance policy/certificate	Format of insurer

7.6 Contradictions, inaccuracies, incompleteness and/or illegality

All Tender Documents, including this Descriptive Document, have been compiled with great care. Should the Interested Party nevertheless encounter any contradictions, inaccuracies, omissions and/or illegalities, the Interested Party must notify the KB thereof as soon as possible, but no later than the closing date of the final written question round (as included in the planning in section 3.1, via TenderNed.

Interested Parties/Tenderers are expected to adopt a proactive approach. This means that Interested Parties/Tenderers must raise any contradictions, inaccuracies, incompleteness and/or illegalities in the Tender Documents, including this Descriptive Document, in a timely manner. If the KB is not notified in a timely manner and in the prescribed manner of any contradictions, inaccuracies, incompleteness and/or illegality, the Interested Party/Tenderer will not be admissible with regard to any claim or subsequent claim against the alleged contradiction, inaccuracy, incompleteness and/or illegality. In that case, the Interested Party/Tenderer will have fully exercised its rights in this regard.

7.7 Proviso

1. The requirements, conditions and criteria set out in the Tender Documents are based on the KB's current and future situation as it is known at this time. Interested Parties/Tenderers cannot derive any rights from the planning, quantities or specifications mentioned in this Descriptive Document. These are provided for information purposes only and to enable Tenderers to calculate on an equal basis.
2. The KB reserves the right at all times to suspend, withdraw or terminate the Tendering Process, in whole or in part, temporarily or permanently, for reasons of its own, such as insufficient budget, possible political "changes of course" or otherwise. In that case, Interested Parties/Tenderers are not entitled to compensation for any costs incurred or damage suffered. The KB's decision to terminate the Tendering Process will in that case be communicated to all Interested Parties/Tenderers via TenderNed.
3. The KB is not obliged to award the Contract and to conclude the Framework Agreement and/or Reserve Contractor Agreement. The KB reserves all rights in this regard.
4. If, during the Tendering Process, it becomes known that a Tenderer or a Consortium of enterprises forming a Tenderer is declared bankrupt or is granted a moratorium on payments, ceases business activities relevant to this Tendering Process, has its assets seized or otherwise loses its assets, the Tenderer will immediately inform the KB thereof via TenderNed. In that case, the KB reserves the right to exclude the Tenderer from participation or further participation in the Tendering Process.

5. The sector terms and conditions and/or general terms and conditions of the Tenderer do not apply and are expressly rejected.

7.8 Intellectual property

The intellectual property rights to information provided by the KB are held by the KB. Except for exceptions provided for in the Copyright Act (Auteurswet), none of the information provided to the Interested Party/Tenderer may be reproduced and/or disclosed without the written consent of the KB, other than for internal use in the Interested Party/Tenderer's enterprise in the context of the Tender.

7.9 Digital modification of Schedules

Under penalty of exclusion, the Tenderer is not permitted to modify the attached Schedules, whether or not digitally, such as by making additions and/or amendments to the layout or standard texts thereof.

If, during verification, it appears that a Schedule or Schedules has or have been modified or edited, the relevant Tender will be disregarded and will not be considered in the assessment.

7.10 Tender costs and other costs

Interested Parties/Tenderers are not entitled to reimbursement of any costs incurred in connection with this Tendering Process, even if the KB, for reasons of its own, suspends, withdraws or terminates the Tendering Process.

7.11 Disclosure and confidentiality

1. Interested Parties/Tenderers are not permitted to publicise this Tendering Process without the prior written consent of the KB.
2. The Interested Party/Tenderer is obliged to treat as confidential any documents and information that have been made available via TenderNed on a non-public basis. The Tenderer shall only disclose these documents and information to its employees and other auxiliary persons if they need to be acquainted with them in the context of this Tendering Process. These employees and auxiliary persons are also obliged to respect the confidentiality of the documents and information. Without written permission from the KB, the Interested Party/Tenderer is not permitted to disclose the documents and information to third parties.
3. Moreover, the Interested Party/Tenderer declares that it will refrain from making any statements whatsoever that could harm the KB or other directly involved parties. Violation of this condition may result in the Interested Party/Tenderer being excluded from further participation in the Tendering Process.

4. The KB treats the Tenders confidentially. These will only be shown to internal and any external employees of the KB who are directly involved in the Tendering Process, unless the KB is obliged to disclose or publish them on the basis of a court ruling or statutory regulation.

7.12 Dutch and/or English language

The working language during this Tendering Process and during the implementation of the Framework Agreement, Reserve Contractor Agreement, Data Processing Agreement is Dutch and/or English. All documents submitted by the Tenderer must be written in Dutch and/or English. An exception is made for documents that were originally written in another language, such as reference statements from foreign contracting authorities, technical descriptions of equipment, annual reports, insurance policies, bank guarantees, etc. Where appropriate, the KB may request an official translation. Any costs incurred are then payable by the Tenderer.

7.13 Applicable documents

The following documents apply to the Contract:

1. Framework Agreement
2. Draft Call-off Agreement (Schedule 6B)
3. Service Level Agreement (SLA) (Schedule 6C)
4. Dossier of Agreements and Procedures (DAP) (Schedule (6D)
5. Exitplan (Schedule 6E)
6. Data Processing Agreement (Schedule 8)
7. Report of Verification interview;
8. 2nd Memorandum of Information
9. 1st Memorandum of Information
10. Descriptive Document including Schedules dated
11. General Purchasing Conditions ARBIT 2022 (Schedule 9)
12. Tender submission, including Schedules

In the event of any conflict between the applicable documents, the order of precedence as specified above (1, 2, 3, etc.) shall apply.

7.14 Submitting a Tender with other enterprises

If the Interested Party is unable or unwilling to perform the Contract to be awarded independently, it is permitted to submit a Tender for this Tendering Process together with one or more other enterprises.

In that case, there are two ways to Tender:

Consortium

Submitting a Tender as a consortium (group of enterprises) is permitted. A Consortium may submit one Tender. The Consortium is considered as a single Tenderer. If the Tenderer is bidding as part of a Consortium, this must be stated in the European Single Procurement Document.

Each individual Consortium member is required to complete and legally sign the European Single Procurement Document and submit it with the Tender. If the European Single Procurement Document of one or more of the Consortium members is missing from the Tender, or if one or more documents are incomplete or incorrectly completed or signed, this will result in the exclusion of the Consortium.

In the case of a Consortium, by signing the European Single Procurement Document, the individual enterprises declare themselves jointly and severally liable for the complete and proper performance of the obligations arising from the Tender and from the Framework Agreement, Reserve Contractor Agreement and Data Processing Agreement.

In addition, the Tender must clearly indicate which party within the Consortium will act as the lead partner. The lead partner acts as the central point of contact on behalf of the Consortium during the Tendering Process and, in the event of an award, during the implementation of the Agreement.

Main Contractor/Subcontractor

Tendering in a main and subcontracting arrangement is also permitted. The Tenderer agrees that if one or more Subcontractors are used in the performance of the Contract, the Tenderer will be the Main Contractor. The Main Contractor is always the sole point of contact for the KB and is fully responsible and liable for the fulfilment of the obligations arising from the Tender and the Framework Agreement, Reserve Contractor Agreement and Data Processing Agreement.

If the Tenderer uses one or more Subcontractors, the Tenderer must list the relevant Subcontractors on the European Single Procurement Document. The Tenderer must also state in the Tender which Subcontractor will be deployed for which part of the Contract. The Tenderer is obliged to ensure that the Subcontractors listed by it are actually available and deployed for the performance of the relevant parts of the Contract.

Reliance on Third Parties

With regard to the Suitability Requirements set, the Tenderer may rely upon Third Parties, as referred to in Articles 2.92 and 2.94 of the Public Procurement Act 2012. In Part II C of the European Single Procurement Document, the Tenderer must state whether it is relying on the capacity of Third Parties. Financial capacity may refer to financial and economic capacity, but also to technical competence. If

the Tenderer relies on Third Parties, the Tenderer must specify in Part II C of the European Single Procurement Document for which Suitability Requirements it relies on Third Parties.

The Third Parties relied upon by the Tenderer must each individually complete their own European Single Procurement Document, which must contain at least the information specified in Parts II A and B and Part III of the European Single Procurement Document.

If the Tenderer relies on the capabilities and/or resources ("financial capacity") of Third Parties — other natural persons or legal entities, regardless of the legal nature of the links with those natural persons or legal entities — in order to meet one of the Suitability Requirements, the Tenderer must demonstrate that it actually has at its disposal the capabilities and/or resources necessary for the performance of the Contract.

The Tenderer must demonstrate this by submitting an availability statement (terbeschikkingstellingsverklaring) directly with its Tender, signed by both the Tenderer and the Third Party on which the Tenderer relies. It is also permissible to submit an agreement or subcontracting agreement. If the Tenderer relies on a Third Party for technical competence, the Tenderer is obliged to engage this Third Party in the performance of the Contract for the relevant part of the Contract.

Declaration on Russia

The KB draws Tenderers' attention to the Circular "New Sanctions Package Russia has consequences for public procurement of the Ministry of Economic Affairs", reference CE-MC/22156112, and to Council Regulation (EU) 2022/576 (see also <https://www.pianoo.nl/nl/regelgeving/crisis-en-inkoop/sancties-rusland>)

In accordance with this Regulation and Circular, no Contracts or concessions above the threshold value may be awarded to Russian parties. This also applies to Contracts in which a Russian party participates for more than 10% in the Framework Agreement as a Subcontractor or supplier.

If the Tenderer is a Russian party or if it appears that the Tenderer is employing a Russian party that participates in more than 10% of the Framework Agreement as a Subcontractor or supplier, the Tender will be disregarded and the Tenderer will be excluded from further participation.

If one of the exceptions mentioned in the Circular demonstrably applies, the KB has the option of disregarding the Tender or not.

Further information can be found in the aforementioned Circular and at the RVO's Russia Sanctions Desk, see www.rvo.nl

The Sanctions Desk is subject to change. Changes are possible during the Tendering Process and/or during the term of the Framework Agreement and may therefore affect the Contract to be performed.

By signing the European Single Procurement Document, the Tenderer declares that it unconditionally and bindingly agrees to the following statements:

1. The Tenderer is familiar with Council Regulation (EU) No 833/2014, as amended by Council Regulation (EU) No 2022/576. This Regulation imposes, amongst other things, sanctions on Russia, Russian enterprises, certain Russian residents and products and materials originating in Russia.
2. The Tenderer does not have a connection to persons or enterprises associated with Russia, as referred to in Article 5k(1) of Council Regulation (EU) No 833/2014, as amended by Article 1(23) of Council Regulation (EU) No 2022/576 of 8 April 2022 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (hereinafter: the Regulation) and which are listed below:
 - a. The Tenderer is not a Russian citizen or a natural person, legal person, entity or body established in Russia;
 - b. No more than 50% of the Tenderer's ownership rights are directly or indirectly held by a Russian citizen or a natural person, legal person, entity or body established in Russia;
 - c. The Tenderer does not act on behalf of or on the instructions of any entity referred to in (a) and/or (b).
3. The enterprise does not use a Subcontractor, supplier or other entity, whereby the performance of such party or parties jointly amounts to more than 10% of the value of the present Contract, whilst such party or parties belong to the group of persons or enterprises with a connection to Russia within the meaning of the Regulation (see point 2 of this Tenderer's Statement).
4. The Tenderer confirms and guarantees that during the term of the Contract, no use will be made of a Subcontractor, supplier or other entity, whereby the performance of such party or parties jointly amounts to more than 10% of the value of the present Contract, whilst such party or parties belong to the group of persons or enterprises with a connection to Russia within the meaning of the Regulation (see point 2 of this Tenderer's Statement).

The Tenderer agrees that if it transpires at a later stage that incorrect and/or incomplete information has been provided, the Tenderer may be excluded from the qualification system, from further participation in the Tendering Process and/or from any Framework Agreement that may already have been concluded on that basis, without financial consequences for the KB.

7.15 Notification of award decision

If a Tenderer does not agree with the award decision, it must – on pain of inadmissibility – lodge an objection to the award decision by bringing summary proceedings against the KB before the District Court of The Hague within twenty calendar days of the award decision being sent, by bringing summary proceedings against the KB before the District Court of The Hague, by serving a writ of summons on the KB within the aforementioned period. The period of twenty calendar days is deemed to be an expiry period.

After the expiry of the objection period of twenty calendar days, the KB will contact the winning Tenderers to conclude the Reserve Contractor Agreement/Framework Agreement.

If summary proceedings have been instituted, the Tenderer to whom the KB intends to award the Contract must intervene in these summary proceedings, on pain of forfeiting the right to subsequently challenge any amended award decision.

Partly in connection with the possibility that summary proceedings may be instituted against the notification of the award decision, the Tenderer is bound by the Tender for at least ninety days after the closing date for submission. Furthermore, in the event that summary proceedings are instituted, the Tender must in any case remain valid until thirty calendar days after the judgment or the withdrawal of the summary proceedings.

In the event that the final award or the concluded Reserve Contractor Agreement/Framework Agreement is annulled, renegotiated or otherwise affected in legal proceedings, this will never lead to any liability on the part of the KB, such as with regard to costs incurred or loss of profit.

8 Complaints procedure

If the Tenderer has a complaint regarding the Tender Documents, the procedure or the provisional award, the Tenderer has the following options for submitting a complaint. Please note that submitting a complaint does not suspend the Tendering Process, including the twenty calendar day objection period.

The steps involved in standard complaint handling

1. Tenderers must submit their complaints by email to inkoop@kb.nl, clearly stating in the subject line that it is a complaint and which Tendering Process it concerns. In this written complaint, the Tenderer clearly states what it is complaining about and how, in its opinion, the complaint could be remedied. The complaint must also include the date, name and address of the entrepreneur and the particulars of the Tendering Process.
2. A complaint submitted does not suspend the Tendering Process.
3. The complaint will be assigned to a procurement adviser at the KB who is not involved in the Tendering Process.
4. The procurement adviser handling the complaint will confirm receipt of the complaint immediately. The confirmation states that the KB assumes that the Tenderer will opt for handling via the standard complaint handling procedure for tenders.
5. The procurement adviser handling the complaint will then investigate whether the complaint is justified, possibly on the basis of additional information provided by the Tenderer and the KB. The procurement adviser handling the complaint will commence this investigation as soon as possible, proceed expeditiously and take into account the Tendering Process planning.
6. If, after investigation by the procurement adviser handling the complaint, the KB concludes that the complaint is justified or partially justified and the KB takes corrective and/or preventive measures, the KB will notify the Tenderer as soon as possible. The other Tenderers, including potential Tenderers, will also be informed. Depending on the stage of the Tendering Process, the measures may be communicated by the Tendering Process contact person at the KB to those involved in the Tendering Process at the same time as the complainant receives the notification. This is to prevent any bias towards certain parties.
7. If, after investigation, the KB concludes that the complaint is unfounded, the complaint will be rejected with reasons and the Tenderer will be notified accordingly.
8. The procurement adviser handling the complaint may, at the request of the Tenderer or the KB, propose that the complaint be submitted to the Committee of Tender Experts for mediation or advice before the KB makes a decision.
9. If the KB has informed the Tenderer how it will address the complaint, or if the KB fails to respond to the complaint within a reasonable period of time, the complainant may submit the complaint to the Committee of Tender Experts.

Procedure for submitting complaints to the Committee of Tender Experts

1. If the complainant is not satisfied with the outcome of the complaint handled by the KB or the Tenderer, the complainant may submit the complaint to the Committee of Tender Experts.
2. A complainant may only submit their complaint to the Committee of Tender Experts once the KB or the Tenderer has made a decision on the complaint, or if the KB or the Tenderer has failed to make a decision within a reasonable period of time.
3. The procurement adviser handling the complaint may also take the initiative to involve the Committee of Tender Experts.
4. The complainant will submit its complaint in writing, for example by email, to the Committee's secretariat. In this written complaint, the complainant clarifies what it is complaining about and how it believes the problem could be resolved. The complaint must also include the date, the name and address of the complainant and the other party, and the particulars of the Tendering Process.
5. The Committee's secretariat will register the complaint and confirm receipt thereof.
6. A complaint submitted does not suspend the Tendering Process.
7. The chairperson decides whether or not to accept the complaint for consideration. If the complaint is not accepted for consideration, both parties will be notified in writing as soon as possible. In this notification, the Committee will state the reason or reasons why it is not pursuing the complaint.
8. The parties will inform the Committee immediately if the case in which a complaint has been submitted to the Committee is brought before a court.