NEO NL
Nucleaire Energie Organisatie Nederland

Tender document

Invitation to tender in accordance with the European open procedure for the procurement of DMS functionality and related services for NEO NL

03 July 2026

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1 Introduction

1.1 Introduction

This Tender Document contains information regarding this invitation to tender in accordance with the European open procedure for DMS functionality and related services. You are hereby invited to submit a Tender based on this Tender Document. This tendering process is being conducted on the instructions of NEO NL.

About NEO NL

The Ministry of Economic Affairs and Climate Policy (hereinafter: EZK) has been tasked with building new nuclear power plants in the Netherlands as part of the energy transition. The Netherlands Nuclear Energy Organization (hereinafter: NEO NL) is the organization that has undertaken the (preparatory) tasks associated with the construction of nuclear power plants. NEO NL was established on February 16, 2026, as a private limited company. NEO NL's vision is to provide reliable nuclear energy systems to support the Dutch ambition to become climate neutral. To realize this vision, NEO NL delivers nuclear energy solutions in accordance with the highest standards for quality and safety. With great expertise and a strong sense of responsibility, NEO NL contributes to a sustainable and resilient energy system and to a strong nuclear knowledge base for the Netherlands. Further information can also be found on the website of NEO NL.

Primary task

NEO NL's primary task is to prepare, realize, operate, and ultimately decommission two new nuclear power plants in the Netherlands, including the associated organizational, technical, and contractual activities. The organization is responsible for the entire process: from preparation and selection of technology and construction partners to construction, collaboration with suppliers, operation, and eventual decommissioning. In addition to its executive role, NEO NL also fulfils a knowledge and governance function. The organization builds expertise in the fields of nuclear technology, safety, project management, and regulations, and contributes to safeguarding and developing this knowledge within the Netherlands. In doing so, NEO NL collaborates with national and international knowledge institutions, regulators, and market parties. Public interests are central to NEO NL, including safety, reliability, and social responsibility.

NEO NL's activities are characterized by a long-term perspective, appropriate to the nature and lifespan of nuclear installations. Professionalism, transparency, and risk management are guiding principles, with explicit attention paid to information provision, digital resilience, and security. These aspects are considered prerequisites for the reliable execution of the nuclear task in the public interest.

1.2 Reason for this invitation to tender

NEO NL wishes to enter into an Agreement for the provision and implementation of a Document Management System (DMS). As a start-up organization, this constitutes a so-called greenfield: there is no existing IT landscape and there are no existing IT facilities. This landscape and these facilities must be established. Therefore, we wish to acquire a DMS as a SaaS solution. Furthermore, NEO NL is growing rapidly: the expectation is that the number of employees and users of the DMS will increase from 200 to approximately 1,000 within three to five years.

Security is central to everything NEO NL does. Not only during the construction and operation of the nuclear power plant, but also far into the future when the plant is decommissioned. Detailed knowledge must be available for every component—down to the smallest bolt. This requires accurate documentation and an organization that meets the highest standards in terms of corporate culture, safety culture, process design, and IT infrastructure. These high standards are reflected, among other things, in data security and working with data securely. Therefore, sovereignty serves as the guiding principle for all underlying assignments and topics. All data must be stored and managed sovereignly in accordance with SEAL-3 (Digital Resilience) level, where dependency on non-EU entities is limited, or SEAL-4 (Full Digital Sovereignty) level, where there are no critical dependencies on non-EU entities.

1.3 Time schedule

The schedule below applies to this tendering process. All dates and times are stated in Central European Summer Time (CEST).

6 May 2026	Issuing of publication, start of tendering period.
20 May 2026 16-17:00 CEST	**First information meeting via Teams to introduce NEO, to the assignment and explain the Tender and the process**
26 May 2026 17:00 CEST	Closure of 1st round of questions: deadline for the Tenderer to submit questions regarding this Tender Document , the Data Processing Agreement and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
12 June 2026 15- 17:00 CEST	**Second information meeting via Teams to further explain the Tender and answer some main questions**
15 June 2026	Issuing of 1st Memorandum of Information
24 June 2026 17:00 CEST	Closure of 2nd round of questions: deadline for the Tenderer to submit questions.
1 July 2026	Issuing of 2nd Memorandum of Information
14 July 2026 17:00 CEST	**Deadline for the receipt of Tenders and opening of received Tenders by the Tendering Authority.**
15 July 2026 up to and including 21 July	Assessment of Tenders.
22 July 2026	Invitation to a demonstration for the relevant tenderers
29/30 July	Reserved days for the demonstration (the specific slots will be communicated in the invitation).
3 August 2026	Announcement of the award of the Contract.
10 August 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
24 August 2026	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
14 September 2026	Starting date of Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2 Description of assignment

2.1 Description and objective of the assignment

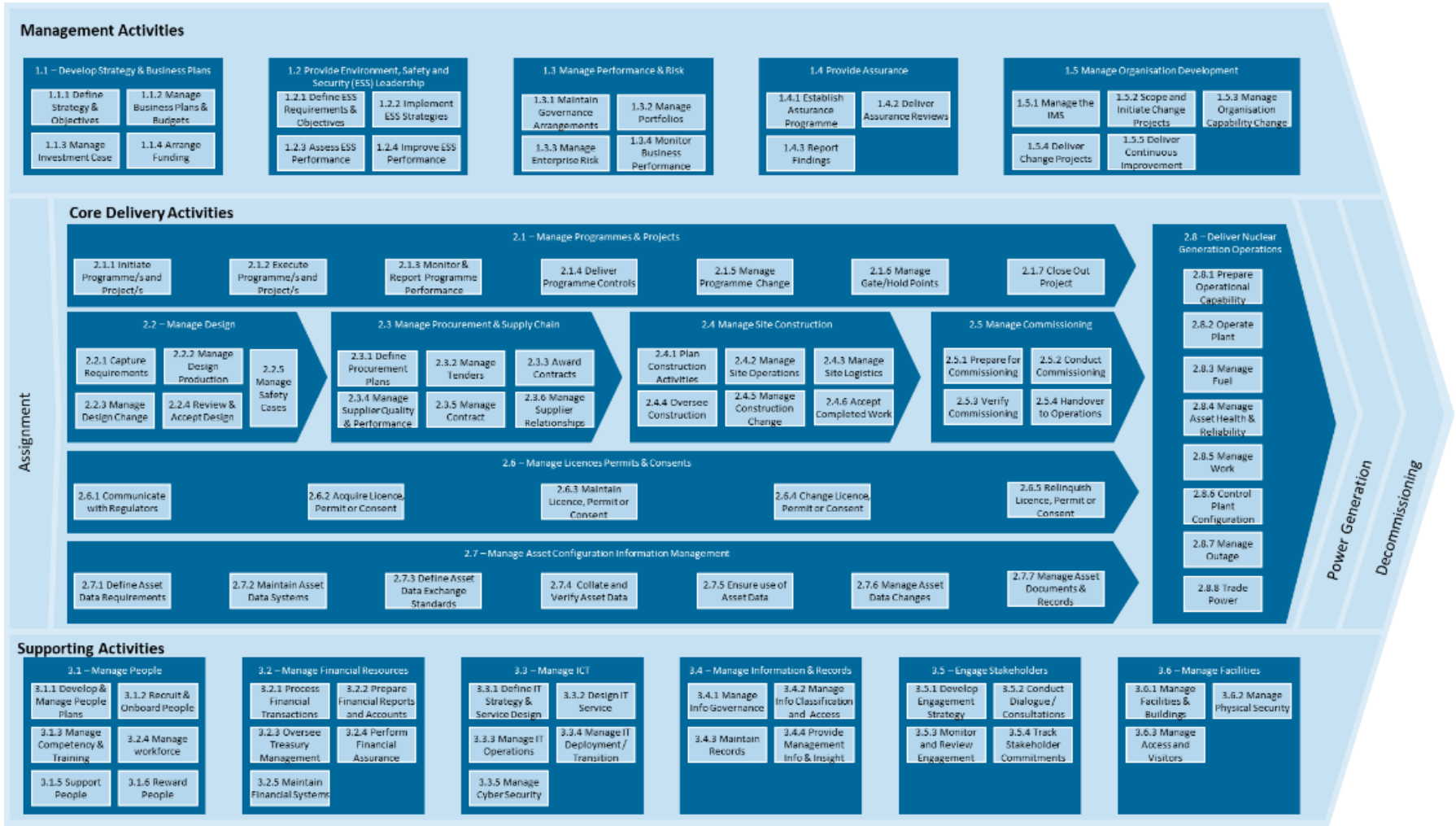
2.1.1 Need for a Document Management System (DMS)

With the establishment of NEO NL as a newly independent entity and given the objectives of the organization, it is essential to implement a Document Management System (DMS). This need is driven by several key factors inherent to starting and operating a modern, accountable organization:

- As a new organization, NEO NL will generate and receive a rapidly increasing volume of documents, including policies, contracts, project documentation, correspondence, and governance records. Without a centralized and structured solution, there is a significant risk of fragmentation, loss of information and inefficiencies in daily operations.
- NEO NL must ensure that all documentation is consistently stored, properly classified, and easily accessible to authorized users. A DMS enables standardized document handling processes, reducing dependency on individuals and ensuring continuity, transparency, and collaboration across teams.
- From the outset, it is critical to establish strong governance and control over information. A DMS provides version control, audit trails, and access management, ensuring that documents are reliable, up to date, and only modified or accessed by authorized personnel. This is essential to maintain trust in information and to support accurate data driven decision-making.
- As the organization grows, so will the complexity of its operations and regulatory environment. A scalable DMS ensures that document management practices can evolve alongside the organization, supporting increased volumes, additional processes, and more stringent compliance requirements without requiring fundamental redesign.
- NEO NL is expected to demonstrate accountability and transparency in its operations. A DMS supports this by enabling full traceability of documents, decisions, and approvals, which is essential for internal oversight, external audits, and stakeholder confidence.
- Efficient collaboration is a key success factor in conducting large programmes with a wide variety of contractors and stakeholders. A DMS facilitates secure document sharing, simultaneous access, and structured workflows, allowing teams to work effectively regardless of location or organizational boundaries.
- Implementing a DMS early prevents the accumulation of unmanaged or poorly structured information. Retrofitting document control at a later stage is significantly more complex, costly, and risky than establishing a solid foundation from the beginning.

As a newly established organization, NEO NL aims to operate in an efficient, controlled, and future-proof manner. The organization has been operational since February 2026, and it is essential that a DMS is implemented and operational within a short period.

For an overview of business activities, please consult the operating model visualized underneath.


Management Activities
1.1 – Develop Strategy & Business Plans
1.1.1 Define Strategy & Objectives
1.1.2 Manage Business Plans & Budgets
1.1.3 Manage Investment Case
1.1.4 Arrange Funding
1.2 Provide Environment, Safety and Security (ESS) Leadership
1.2.1 Define ESS Requirements & Objectives
1.2.2 Implement ESS Strategies
1.2.3 Assess ESS Performance
1.2.4 Improve ESS Performance
1.3 Manage Performance & Risk
1.3.1 Maintain Governance Arrangements
1.3.2 Manage Portfolios
1.3.3 Manage Enterprise Risk
1.3.4 Monitor Business Performance
1.4 Provide Assurance
1.4.1 Establish Assurance Programme
1.4.2 Deliver Assurance Reviews
1.4.3 Report Findings
1.5 Manage Organisation Development
1.5.1 Manage the IMS
1.5.2 Scope and Initiate Change Projects
1.5.3 Manage Organisation Capability Change
1.5.4 Deliver Change Projects
1.5.5 Deliver Continuous Improvement
Assignment
Core Delivery Activities
2.1 – Manage Programmes & Projects
2.1.1 Initiate Programme/s and Project/s
2.1.2 Execute Programme/s and Project/s
2.1.3 Monitor & Report Programme Performance
2.1.4 Deliver Programme Controls
2.1.5 Manage Programme Change
2.1.6 Manage Gate/Hold Points
2.1.7 Close Out Project
2.2 – Manage Design
2.2.1 Capture Requirements
2.2.2 Manage Design Production
2.2.3 Manage Design Change
2.2.4 Review & Accept Design
2.2.5 Manage Safety Cases
2.3 Manage Procurement & Supply Chain
2.3.1 Define Procurement Plans
2.3.2 Manage Tenders
2.3.3 Award Contracts
2.3.4 Manage Supplier Quality & Performance
2.3.5 Manage Contract
2.3.6 Manage Supplier Relationships
2.4 Manage Site Construction
2.4.1 Plan Construction Activities
2.4.2 Manage Site Operations
2.4.3 Manage Site Logistics
2.4.4 Oversee Construction
2.4.5 Manage Construction Change
2.4.6 Accept Completed Work
2.5 Manage Commissioning
2.5.1 Prepare for Commissioning
2.5.2 Conduct Commissioning
2.5.3 Verify Commissioning
2.5.4 Handover to Operations
2.6 – Manage Licences Permits & Consents
2.6.1 Communicate with Regulators
2.6.2 Acquire Licence, Permit or Consent
2.6.3 Maintain Licence, Permit or Consent
2.6.4 Change Licence, Permit or Consent
2.6.5 Relinquish Licence, Permit or Consent
2.7 – Manage Asset Configuration Information Management
2.7.1 Define Asset Data Requirements
2.7.2 Maintain Asset Data Systems
2.7.3 Define Asset Data Exchange Standards
2.7.4 Collate and Verify Asset Data
2.7.5 Ensure use of Asset Data
2.7.6 Manage Asset Data Changes
2.7.7 Manage Asset Documents & Records
2.8 – Deliver Nuclear Generation Operations
2.8.1 Prepare Operational Capability
2.8.2 Operate Plant
2.8.3 Manage Fuel
2.8.4 Manage Asset Health & Reliability
2.8.5 Manage Work
2.8.6 Control Plant Configuration
2.8.7 Manage Outage
2.8.8 Trade Power
Power Generation
Decommissioning
Supporting Activities
3.1 – Manage People
3.1.1 Develop & Manage People Plans
3.1.2 Recruit & Onboard People
3.1.3 Manage Competency & Training
3.1.4 Manage workforce
3.1.5 Support People
3.1.6 Reward People
3.2 – Manage Financial Resources
3.2.1 Process Financial Transactions
3.2.2 Prepare Financial Reports and Accounts
3.2.3 Oversee Treasury Management
3.2.4 Perform Financial Assurance
3.2.5 Maintain Financial Systems
3.3 – Manage ICT
3.3.1 Define IT Strategy & Service Design
3.3.2 Design IT Service
3.3.3 Manage IT Operations
3.3.4 Manage IT Deployment / Transition
3.3.5 Manage Cyber Security
3.4 – Manage Information & Records
3.4.1 Manage Info Governance
3.4.2 Manage Info Classification and Access
3.4.3 Maintain Records
3.4.4 Provide Management Info & Insight
3.5 – Engage Stakeholders
3.5.1 Develop Engagement Strategy
3.5.2 Conduct Dialogue / Consultations
3.5.3 Monitor and Review Engagement
3.5.4 Track Stakeholder Commitments
3.6 – Manage Facilities
3.6.1 Manage Facilities & Buildings
3.6.2 Manage Physical Security
3.6.3 Manage Access and Visitors

2.1.2 Objectives for the Document Management System (DMS)

The objective of the DMS for NEO NL is to establish a controlled, secure, and centrally managed environment for the storage, management, review, approval, and retrieval of documents throughout their lifecycle. The DMS shall function as the authoritative source for controlled documentation within the organization and support the operational, engineering, compliance, and security requirements associated with a nuclear environment.

"Controlled documentation" refers to documents that require formal governance within the DMS, including version control, approval workflows, traceability, retention, access control, and auditability. The scope includes enterprise-wide document types that require controlled management. Governance is expected throughout the document lifecycle, from receipt and review through approval, distribution, retention, and archival, with the exception of document creation and collaboration. Third parties are primarily expected to submit documentation to the DMS rather than work directly within it, although limited external participation, such as document review and commenting, may be required in specific cases.

The DMS shall at minimum support the following objectives.

1. Centralized Document Control and Findability

The DMS shall provide a single centralized repository for controlled documentation, eliminating fragmented storage locations, duplicate files, and uncertainty regarding the latest approved version of a document.

The system shall support:

- structured document classification through metadata and tagging;
- advanced search and filtering capabilities;
- rapid retrieval of documents and records;
- standardized document naming and indexing conventions.

Users shall be able to locate relevant documents efficiently and reliably based on metadata, document content, project identifiers, suppliers, disciplines, or other configurable attributes.

2. Security, Access Control, and Auditability

The DMS shall provide robust security controls appropriate for handling sensitive technical, operational, and project-related information within a nuclear context.

The system shall support:

- role-based access control;
- configurable authorization levels for viewing, editing, approving, and deleting documents;
- authentication and user accountability;
- complete audit trails recording all relevant user actions and document events;
- controlled handling of confidential and restricted information.

All document activities shall be traceable, including creation, modification, review, approval, distribution, and deletion activities.

3. Version Control and Concurrent Engineering

The DMS shall prevent the use of outdated or superseded documentation and ensure controlled management of document revisions.

The system shall support:

- automatic versioning and revision history;
- retention of previous versions for traceability purposes;
- clear identification of current approved versions;
- check-in/check-out or equivalent document locking mechanisms where required;
- concurrent engineering workflows enabling multiple internal and external parties to work simultaneously on related documentation in a controlled manner.

The DMS shall support collaboration between NEO NL, contractors, suppliers, and engineering parties while maintaining document integrity and revision control.

4. Compliance, Traceability, and Records Management

The DMS shall support compliance with applicable legal, regulatory, contractual, quality assurance, information security, and nuclear-sector requirements.

The system shall support:

- full traceability of the document lifecycle;
- controlled review and approval workflows;
- retention and archiving policies;
- evidence preservation for audits and inspections;
- secure and verifiable records management.

The DMS shall enable NEO NL to demonstrate compliance and provide auditable evidence of document control activities when required to shareholders and regulators.

5. Workflow Management, Collaboration, and System Integration

The DMS shall support efficient collaboration and standardized document processes across projects, departments, and external parties.

The system shall support:

- configurable workflows for review, approval, transmittal, and distribution processes;
- automated notifications and task assignments;
- controlled collaboration with external suppliers and contractors;
- integration with adjacent systems, including but not limited to Common Data Environments (CDEs), project management systems, and other enterprise platforms.

The DMS shall ensure that documents are accessible within the operational and project context in which they are required, while maintaining control, traceability, and security.

2.1.3 The DMS in a broader picture

For the IT landscape of NEO NL B.V., we foresee these different environments, where in this tender, we are focused on part of the Common Data Environment.

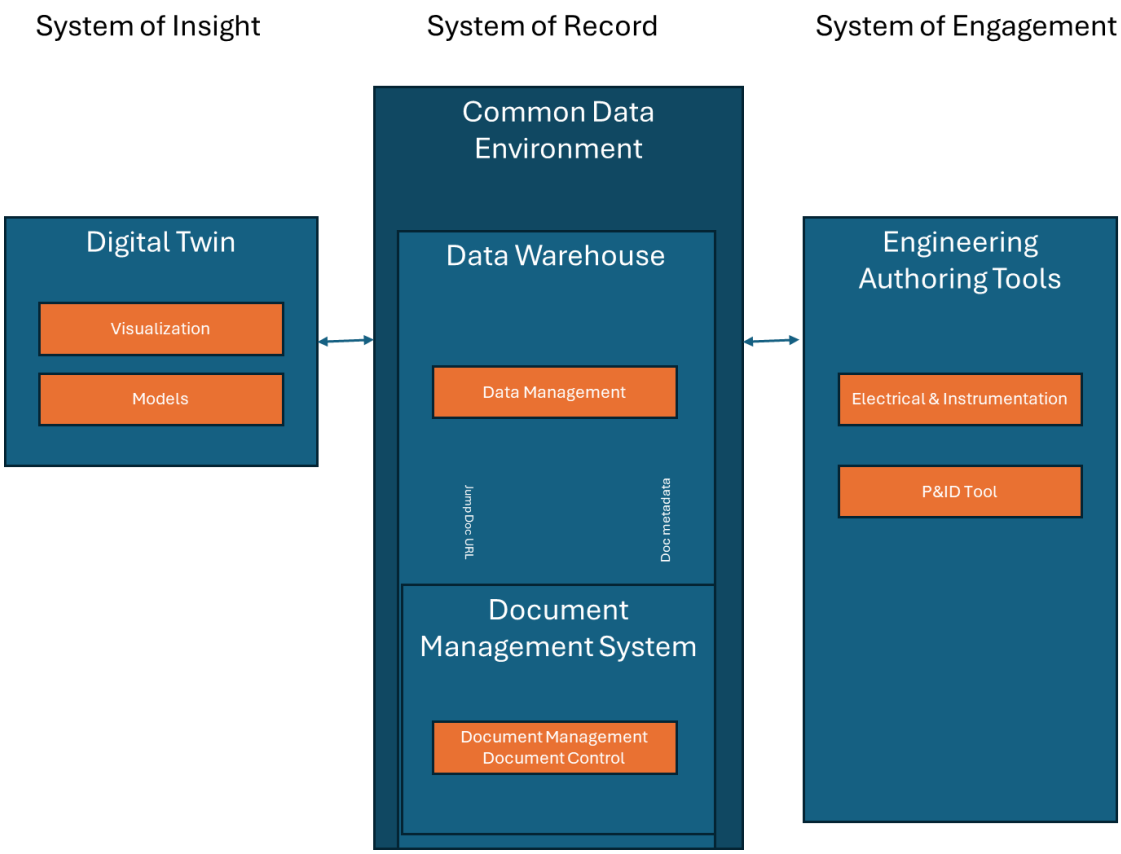


Figure 1 - NEO overview of systems

Within the System of Record, we foresee a Common Data Environment, where the Document Management System that we are tendering for now, is part of the Common Data Environment. In the near future, we shall be tendering for the CDE Foundation.
The CDE Foundation is the implementation of an information-centric approach across the programme landscape.
It establishes a single, connected structure in which information from different systems can be related, validated, and governed without requiring those systems to be replaced. In practical terms, this means that all relevant objects (assets, requirements, and documents) have an unique and consistent identity, and that the relationships between them are explicitly defined and maintained. Information is validated before it becomes part of the baseline, and data from different systems can be connected and queried as one coherent whole.
This creates a Single Point of Truth, where information is trusted, traceable, and usable across the lifecycle. We expect a few of the features that we have included in the tender, also to be required for the CDE Foundation, i.e. automated workflows and notifications as well as version management. This leads to the following overview.

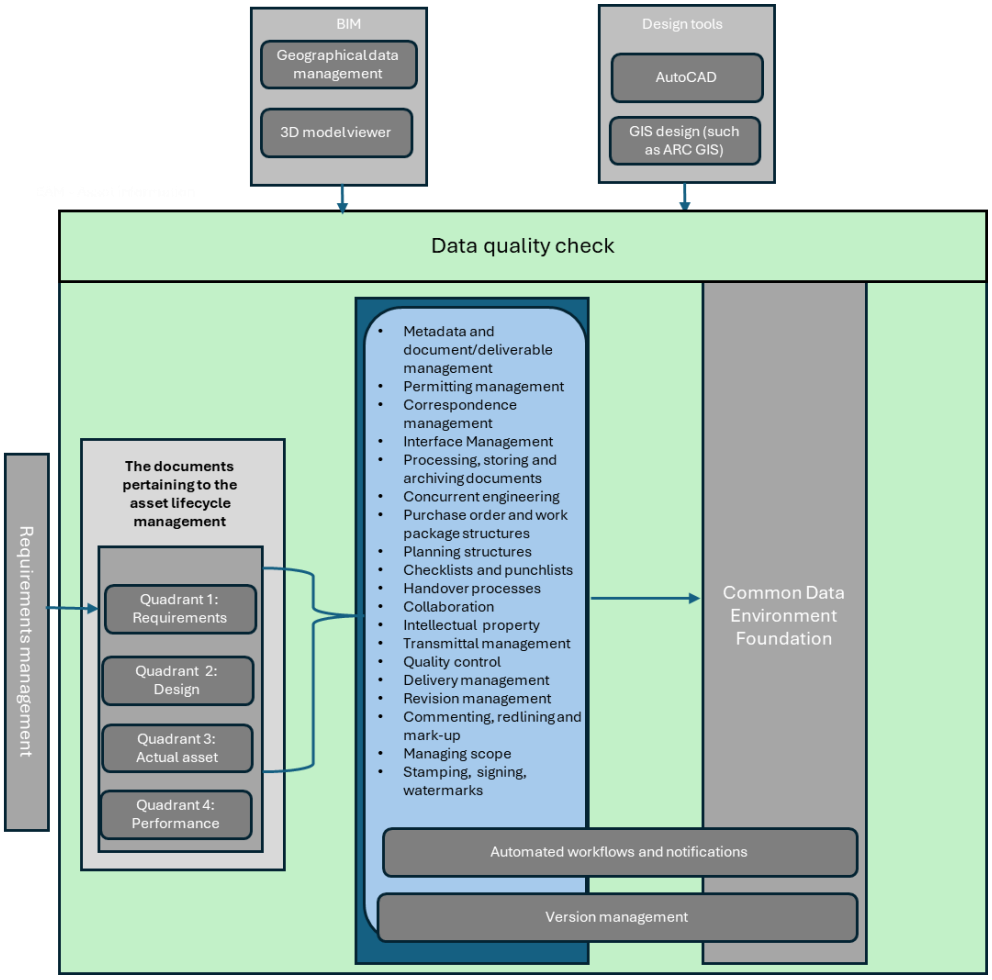


Figure 2 NEO overview of CDE and current tender

The blue block is the block we are tendering for in the current tender.

2.1.4 The assignment

The assignment consists of:

A. Providing DMS functionality for an estimated 200 users (2027) growing to 1000+ users in 2031
B. Implementation services for an advanced document management system, including solution configuration, system integration, support for data migration, workflow design, user access and security setup, testing, training, manuals, and post-go-live support to ensure a secure, compliant, and efficient enterprise-wide deployment.
C. Realisation of integrations as shown in figure 2
D. Maintenance and support after implementation, in accordance with the Tender Document. Furthermore, given the further development of the organization, additional needs will arise in terms of functionalities, support from the party to be contracted is also expected in this regard.
E. Provision of exit services from the Tenderer's datacentre:
    a. by migration from SaaS to an on-premise solution (in a datacentre contracted by NEO);
    b. and after termination of the agreement.

2.1.5 Lots

The contracting authority has assessed whether the contract should be divided into separate lots in accordance with the applicable EU public procurement principles and legislation. Following this assessment, the contracting authority concluded that awarding the contract as a single lot is objectively justified due to the highly integrated nature of the required DMS solution.
The envisaged DMS platform constitutes a critical operational environment in which the various functional modules and services must operate as one coherent and continuously synchronized system. The procurement concerns not merely a collection of standalone software components, but an integrated application landscape with strong interdependencies between modules, workflows, data structures, security controls, reporting functions, user management, auditability, and operational processes.
Subdivision into multiple lots would create significant risks and inefficiencies, including but not limited to:

- increased complexity of system integration;
- fragmentation of technical accountability across suppliers;
- heightened risk of interface incompatibilities and integration failures;
- reduced ability to ensure end-to-end cybersecurity, data integrity, and performance;
- increased operational and governance overhead for coordination among multiple contractors;
- elevated implementation and lifecycle management risks;

Given the operational importance of seamless interoperability between all modules and functions, the contracting authority considers that a single integrated contractual responsibility is necessary to ensure:

- coherent architecture and technical governance;
- consistent user experience and workflow management;
- unified security and compliance implementation;
- effective change management and release coordination;
- clear accountability for system performance and service continuity;
- efficient long-term maintenance and support.

The decision to procure the solution as one lot is therefore considered proportionate and necessary to achieve the intended operational objectives and to safeguard the proper execution of the contract.

Market access and competition: Although the contract is not divided into lots, this does not unnecessarily restrict the market. The contracting authority has established that the size and scope of the contract are compatible with fair and open competition. There are sufficient market parties capable of offering a DMS solution, either independently or through existing partnerships.

2.1.6 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 3 years, including a unilateral option for the Contracting Authority to extend the contract by four (4) times with a consecutive year and a after these renewal options three (3) mutual renewal options with a consecutive year. The total maximum term of the Agreement shall therefore be ten (10) years.

The Contracting Authority intends to conclude a Contract with one Tenderer.

2.1.7 Stand-by Agreement

In addition to the Agreement to be concluded, a stand-by agreement (see Annex 3c) will, after award, be concluded with the Tenderer ranked second. In accordance with the stand-by agreement, the Contracting Authority reserves the right, in the event of early termination of the Agreement with the supplier to whom the contract was initially awarded, to award the contract after all to the Tenderer with whom the stand-by agreement was entered into, under the conditions of this tender and in accordance with that Tenderer's Tender.
The stand-by agreement will enter into force if, within a period of 9 months, the Agreement with the highest-scoring Tenderer is terminated.

2.1.8 Review clause

The number of users and the required level of deployment after Phase 1 cannot be estimated with precision, in part because NEO NL is currently developing. In order to safeguard the legality, transparency and efficiency of this Agreement, the provision below contains a review clause within the meaning of Article 2.163c of the Dutch Public Procurement Act 2012 (Aanbestedingswet 2012). This clause sets out, in a clear, unequivocal and objectively foreseeable manner, the conditions under which this Agreement may be amended without the need to conduct a new procurement procedure.

The quantities to be procured under the Agreement, including any option years, are as follows:

- The number of users as indicatively set out in Annex 7, Pricing Form. The actual number of users procured and the costs of ongoing services shall be settled in accordance with the prices stated in Annex 7;

  Only the licenses actually used may be invoiced. However, a guaranteed minimum purchase applies for the first year of:

  - 200 general users
  - 100 third-party users
  - 30 read-only users
  - 25 admin, key users & document control users

  For the second year and subsequent years, the guaranteed minimum is:

  This number of users is a minimum:

  - 250 general users
  - 200 third-party users
  - 50 read-only users
  - 40 admin, key users & document control users

The deployment required for Phase 1 shall be specified by the Tenderer in the Pricing Form, attached as Annex 7. The number of hours required after Phase 1 will depend to a significant extent on the nature and complexity of the additional functionalities required and on the extent to which, following implementation and go-live of Phase 1, NEO NL will independently perform functional application management. The applicable rates are fixed in Annex 7, Pricing Form, and the Call-Off Procedure, annexed to the Agreement, sets out how additional hours may be procured. Also the roles, responsibilities, deliverables in the Agreement apply.

From a sovereignty perspective, it is envisaged that, following the initial period during which a SaaS solution is procured, the solution will be migrated in or around 2027 to a data centre

operated by NEO NL, or to a separately procured data centre. The exact timing of such migration has not yet been determined and will depend on various factors, including the procurement and configuration of the relevant data centre and the availability of capacity. Annex 7, Pricing Form, currently provides that a SaaS service will continue to be procured during 2027, after which the solution will be procured on an on-premise basis. If the SaaS service is procured for a shorter or longer period, the relevant charges will be adjusted pro rata on a monthly basis in accordance with the prices set out in Annex 7. The migration shall be performed in accordance with the migration services, rates, roles, responsibilities, deliverables and maximum prices set out in Annex 7 and the Agreement. The migration shall not alter the overall nature of the Agreement.

The prices and rates included may be indexed annually in accordance with Article 7 of the Agreement. Any extension options after the initial three-year term are set out in Article 4.3 of the Agreement.

3 Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

By submitting a Tender, the Tenderer explicitly consents to all requirements and conditions specified in this Tender document and declares that Tenderer will continue to comply with these throughout the entirety of the contract period and that Tenderer agrees to the statement in Annex 8, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in the Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements relating to the solution

The Contracting Authority has formulated requirements for the solution. These are set out as requirements in Annex 2, Schedule of Requirements and Preferences NEO NL.

3.2 Requirements relating to the prices/rates

3.2.1 By completing the Price Form (Annex 7), the Tenderer provides insight into the prices and rates to be applied for this contract. The tender price offered, calculated over 10 years, will be determined on the basis of this price form.

3.2.2 No rights may be derived from the notional quantities stated in the Price Form. The Contracting Authority may deviate from these during performance of the Contract. Furthermore, only usage rights actually purchased and deliveries and services correctly performed in accordance with the prices offered will be eligible for payment.

3.2.3 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

3.2.4 The prices are fixed for the term of the Agreement, except for indexation as contractually provided for. Tenderers do not need to include this indexation in their Price Form for the purpose of determining the tender price. The agreed rates are fixed at least until January 1, 2028.

3.2.5 Indexation requests may be submitted, in accordance with Article 7 of the Agreement. Requests for indexation can be submitted only once a year, exclusively in the month of October. After this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: procurement@neonl.com.

3.2.6 The Contractor must submit the request in specified form, accompanied by a CBS StatLine printout, and must refer in the request to the relevant Agreement with the Client. The request must include a statement of the old prices and rates compared with the new prices and rates.

3.2.7 After receipt of the request, the Client will confirm to the Contractor whether the request has been approved.

3.2.8 The Tenderer must not offer zero prices/rates, unless permitted in the Price Form in Annex 7, or negative prices/rates, including for individual components.

3.2.9 Submitting a manipulative Tender, meaning a Tender that undermines or abuses the evaluation mechanism, may result in the relevant Tender being set aside and the Tenderer being excluded from further participation.

3.2.10 There must also be a logical structure in the hourly rates, junior/medior/senior. In any event, in the following cases there will be a presumption that the price, or its cost components, is/are unrealistic:

- prices below cost price;
- leaving fields blank where a price should be entered, except for price components designated as optional by the Contracting Authority.

3.2.11 If the Contracting Authority suspects that the Tenderer has offered rates that are not market-based and/or not realistic, it may request the relevant Tenderer to provide an explanation. If the Contracting Authority subsequently establishes that the Tenderer has not offered market-based and/or realistic rates, this may result in the Contracting Authority having to set aside the Tender.

3.2.12 The Tenderer submits its offer on the basis of subsequent costing, subject to a maximum total amount. In this context, the Tenderer must provide a budget with fixed hourly/daily rates, specified by the various activities; see the fourth tab of the Excel file containing the Price Form.

3.3 Tax-related requirements

3.3.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.

3.3.2 The Tenderer will quote the prices according to the following structure:

- the amount excluding Dutch VAT and any VAT due outside the EU;
- the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
- the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

3.3.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

3.3.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.3.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

3.3.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.4 Invoicing requirements

3.4.1 With regard to invoicing, the following payment schedule applies:

The costs for providing the services during the Implementation Phase:

- monthly in arrears, based on correctly spent hours, at the agreed prices, up to a maximum of 80% of the budget stated in the Tender (component B in the Price Form);
- after final integral Acceptance, based on correctly spent hours, at the agreed prices, up to a maximum of 20% of the budget stated in the Tender (component B in the Price Form);

The costs for providing SaaS services, component A in the Price Form, and the ongoing services under component C in the Price Form:

- quarterly in advance, based on the actual number of users;

The costs for deployment of personnel on demand, see component D in the Price Form and the Call-off Procedure:

- monthly in arrears, based on approved hours

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

3.4.3 For companies established in the Netherlands only

E-invoicing

The general terms and conditions that apply to this Contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:

The invoicing portal of the Dutch government

E-invoicing with your own (accounting) software package through Peppol

E-invoicing through a service provider.

3.4.4 For companies not established in the Netherlands

The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

4 Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

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

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C that have been selected by the Tendering Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

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

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

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

Please refer to eCertis

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

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s). The Contracting Authority considers, by way of derogation from Article 29 of the ARBIT 2022, that a minimum coverage of EUR 1,250,000 per occurrence and a minimum coverage of EUR 2,500,000 per calendar year for professional liability and statutory liability is appropriate.

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

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

a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;

You are required to provide this information upon request by the Contracting Authority. Accordingly, this information does not need to be submitted with your Tender, as set out in paragraph 6.5.

Upon request, you must provide both item A and item B referred to in paragraph 4.3:

A. as evidence of an adequate level of professional and statutory liability insurance; and

B. as evidence that the most recently issued auditor's report — or, where applicable, review report or compilation report — does not contain a going concern paragraph expressing doubt as to the viability of the organisation.

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

4.3.2 Reference data (technical qualifications)

The Tendering Authority has identified the following core competencies, which demonstrate experience with essential aspects of the Assignment:

1. the configuration, implementation, support and maintenance of a Document Management System (DMS) supporting large-scale infrastructure and/or engineering projects, including at least one project with a total project value of no less than EUR 500 million (for the avoidance of doubt, the reference submitted by you must concern the use of a DMS configured, implemented, supported and maintained by you, whereby that DMS has supported the referee in relation to a large-scale infrastructure and/or engineering project with a project value of not less than EUR 500 million);
2. the provision of services within a regulated organisational environment subject to stringent information security requirements, including requirements equivalent to, or based on, the Dutch Government Information Security Baseline (BIO) and/or Directive (EU) 2022/2555 (NIS2); and
3. the design, configuration, implementation, and operational management of an integration between a DMS and a Common Data Environment (CDE), including the controlled exchange of documents, metadata, revisions, statuses, access rights, workflows, and asset- or object-related data, in accordance with ISO 19650 and ISO 15926.

By signing the European Single Procurement Document (ESPD) and completing and submitting Annex 4 – Reference Assignment Form(s), the Tenderer declares that it has performed one or more reference assignments for each of the core competencies listed above that meet the following minimum requirements:

- the reference assignment must be comparable in scope and nature to the relevant core competency;
- the reference assignment must have been executed or completed within the three (3) years preceding the closing date for submission of tenders; and
- where a reference assignment is still ongoing, only those parts of the assignment that have already been completed at the time of submission may be relied upon for reference purposes. Future or projected results will not be taken into account.

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

Evidence (**to be submitted with the Tender**):

For each core competency, one reference must be submitted. A single reference may cover two or all three core competencies. Depending on the circumstances, a total of one to three reference assignments must therefore be submitted.

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

4.3.3 Information Security (technical qualifications)

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

- that it has implemented information security management measures at the level of NEN-EN-ISO/IEC 27001:2017+A11:2020, or any more recent version thereof, or an equivalent standard.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority):

Compliance with the quality assurance requirements may be demonstrated by means of:

- submission of a copy of the certificate(s) for NEN-EN-ISO/IEC 27001:2017+A11:2020, or any more recent version thereof, issued by a certification body accredited by the Dutch Accreditation Council (Raad voor Accreditatie) or by an accreditation body that is a signatory to the IAF MLA / EA MLA, including a Statement of Applicability covering the scope of the contract to which this procurement procedure relates;
- where the Tenderer applies an equivalent alternative to NEN-EN-ISO/IEC 27001:2017+A11:2020, or any more recent version thereof, the Tenderer may demonstrate such equivalence by submitting a description of its information security management system, which must be equivalent to or better than NEN-EN-ISO/IEC 27001:2017+A11:2020, or any more recent version thereof. In such description, the Tenderer shall demonstrate that its organisation has implemented measures to safeguard information security within the services offered, including the existence of periodic, at least annual, independent and expert audits of compliance with the applicable information security procedures. The Tenderer shall submit a statement from such independent expert, including a Statement of Applicability covering the scope of the contract to which this procurement procedure relates.

Where a tender is submitted by a consortium, joint venture or other collaborative arrangement, or with reliance on a subcontractor, each participant in such arrangement and, where applicable, each subcontractor, shall provide the information security evidence required for this procurement procedure in respect of the part of the contract for which it is responsible.

4.3.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU

Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.
It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. **The extract must demonstrate the legal authorisation of the signatory.**

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5 Award criteria and assessment

5.1 Introduction

This chapter sets out the quality criteria. A quality criterion is an award criterion on the basis of which a Tender is assessed. The Tenderer must add its answers and responses to the quality criteria to its Tender in TenderNed. In preparing such answers, the Tenderer must take into account the requirements set out in Chapter 3.

In its Tender, the Tenderer must provide a reasoned explanation of the extent to which it is able to meet the quality criteria.

The Contract shall be awarded on the basis of the best price-quality ratio (BPQR), provided that the relevant Tenderer has submitted a valid Tender and is not required to be excluded.

For the purpose of determining the BPQR, a notional quality discount on the submitted Tender Price shall be applied. The Tender with the lowest notional Tender Price shall be deemed to offer the BPQR. The notional Tender Price is calculated by deducting the quality discount obtained for the four qualitative award criteria from the Tender Price submitted.
The following award sub-criteria shall apply:

QUALITY			
Award sub-criterion		**Description**	**Maximum notional quality discount obtainable**
Q1	Quality of the Solution	Schedule of Requirements and Quality Preferences NEO NL (as included in Annex 2)	€ 1.320.000
Q2	Project Services during the Implementation Phase	Description of the Implementation Plan	€ 2.000.000
Q3	Ongoing Services during the Operational Phase, including the Exit Phase	Description of the proposed support and maintenance services	€ 2.000.000
Q4	Demo	Demonstration based on provided user stories	€ 550.000
Total			**€ 5.870.000**

PRICE		
Award criterion	**Description**	**Tender Price submitted**
Tender price	Tender Price in accordance with the completed Pricing Form, Annex 7	€ […]

EVALUATION PRICE		
BPQR	**Description**	**Established (notional) evaluation price**
Best Price-Quality Ratio	Tender Price less the quality discount obtained	€ […]

Your response to Q2 and Q3 must be submitted in two separate documents. The maximum length of each document per award sub-criterion (Q2 and Q3) is fifteen A4 pages in Arial, font size 10, including images and diagrams, but excluding any cover page, table of contents and the requested CVs.
If the Tenderer submits more pages in its response than permitted, only the permitted number of pages shall be assessed. After page 15 for each award sub-criterion, the evaluator will cease reading, and any excess pages shall not form part of any Agreement to be concluded with the Tenderer.
References to annexes, other documents or websites are not permitted. Any text contained in a document or website referred to shall not be taken into account in the assessment.

A further explanation of the assessment aspects for each award criterion is provided below.

5.2 Q1: Quality of the Solution

The first award sub-criterion is the Schedule of Quality Preferences.

These are desirable features or preferences which provide added value to the Contracting Authority in the performance of the Contract. As stated above, a notional discount of EUR 1.320.000 may be obtained for Q1.

All quality preferences are included in Annex 2 – Schedule of Requirements and Quality Preferences NEO NL, in the column "Weighting of Quality Preference", and have been assigned a score of either 1or 5 points. Preferences weighed with 1 point are the least important; preferences weighted with 5 points provide significant added value to the Contracting Authority. A total of 110 points may be obtained for all quality preferences. This corresponds to a notional discount EUR 12.000 per point obtained.

The Schedule of Quality Preferences is included in Annex 2. As part of its Tender, the Tenderer must complete the overview included in Annex 2. For each quality preference, the Tenderer must indicate "yes" or "no" in the column "Tenderer's Response".

Where the Tenderer answers "yes" to a quality preference, it shall receive the number of points assigned to that preference.

Where the Tenderer answers "no", the Tenderer shall receive 0 points for that quality preference.

5.3 Q2: Project Services during the Implementation Phase

Phased Implementation of the Document Management System (DMS)

The implementation of Phase 1 will commence immediately after contract signature.

Phase 1: Implementation of core functionality regarding document management & control, aimed at realizing basic control of all (created), stored and published documentation within the organization.

These are the foundational elements required to ensure that documents are (created), stored, controlled, and retrieved in a structured and compliant manner from day one.

Key elements to be in place at initial release are the ability to centrally store and manage documents, classify them according to security classification and other taxonomies, and ensure proper review and approval workflows, ensuring proper version control. Role based access and edit rights should be set up in line with the NEO NL matrix organization model, limiting document access and edit rights towards a 'need to know' basis. Furthermore, advanced and secure document exchange should be possible with 3rd parties.

Also integration with Single Sign-On (SSO) is part of phase 1, allowing employees to access the DMS seamlessly using their organizational credentials once the broader IT landscape is fully established. Advanced document lifecycle management capabilities will also be introduced, such as automated retention policies, archiving, and disposal in line with regulatory requirements.

An initial release for phase 1 should be launched (including acceptance by NEO NL) no later than 4 months after contract signing date.

Phase 2: Phase 2 focuses on further development and enhancement of the DMS, implementing functionalities that are not immediately critical for initial operations but become valuable as the organization matures.

Additional enhancements may include advanced reporting and analytics on document usage and compliance, more sophisticated workflow automation, and deeper integrations with adjacent systems (e.g. HR systems, project management tools, or collaboration platforms). These integrations will enable end-to-end process support and reduce manual handling of documents across systems.

Phase 2 release is expected to take place after Phase 1 release (it will last approximately 6 months), aligned with the stabilization and further development of NEO NL. Elements may be pushed back by NEO NL for later implementation.

In Annex 2 (Schedule of Requirements and Quality Preferences), each requirement and wish is mapped to phase 1 or phase 2 (if no phase is specified) in which it must be delivered.

Priorities for Phase 1 focus on establishing a controlled and functional document environment that supports core operations. Key areas include:

- Document Administration: Central repository, document classification, metadata management, and structured storage.
- Access & Security: Role-based access control, user management, and basic integration with identity and access management systems.
- Workflow Management: Basic workflows for document approval, review, and publication.
- Search & Retrieval: Efficient search capabilities and document indexing.
- Audit & Compliance: Version control, audit trails, and logging of document activities.
- Collaboration: Controlled document sharing, co-authoring, and internal document exchange (to be determined).

Phase 2 functionalities, in addition to further rollout and optimization of the above, will include:

- Contract Management: Registration, storage, and monitoring of contracts, including personnel-related agreements and external engagements.
- Regulatory Archiving: Ensuring documents are stored and retained in accordance with applicable laws and regulations.
- Reporting: Standard overviews such as document status, ownership, and key dates (e.g. contract expirations), dashboards, and compliance monitoring
- Advanced document lifecycle management (retention schedules, automated archiving and disposal)
- Advanced workflow automation and exception handling
- Long-term archiving and records management capabilities aligned with organizational and legal requirements
- The DMS will be part of our Common Data environment and it is expected that by this phase, integration through CDE will be made with for example ERP, project management tooling, Integrated Management System and requirement management
- Integrations and further development being realized at mutually agreed upon points in time.

By structuring the implementation in these phases, NEO NL ensures that essential document management and control capabilities are available from the start, while allowing for scalable growth and increased sophistication over time.

Goal

The implementation of a new Document Management System (DMS) is a critical enabler for NEO NL to ensure it is able to execute its operations at scale within the foreseeable future. A clear, structured and all-encompassing implementation plan is therefore essential to achieve a short lead time.

The objective of the implementation plan is to provide insight into the Tenderer's approach to implementing the DMS for the Contracting Authority. The plan must demonstrate that the Tenderer understands the scope, complexity, and risks of the assignment, and is capable of delivering a result-driven implementation within the required timeline taking the organizational maturity of NEO NL into account, providing clear guidance

The implementation plan must include a clear project phasing, as well as a detailed elaboration on solution configuration, system integration, data migration, workflow design, user access and security setup, testing, training, change management, and post-go-live support. Emphasis should be placed on the nature of the collaboration between NEO NL and the supplier and on guiding the Contracting Authority throughout the implementation of the solution within the organization, based on priorities stipulated by NEO NL. The plan provides the Tenderer with the opportunity to demonstrate its approach and expertise, and to show how it will support the organization during the implementation.

Principles

For the elaboration of this award criterion, the Tenderer should take into account the following:

- The start date of the implementation phase is the date on which the Agreement is signed by both parties.
- Phase 1 of the implementation must be fully completed 4 months after Agreement signing.
- During the implementation of Phase 1, the presence of key implementation roles from the tenderer is desired at least every other week, for approximately two days per week.
- Phase 2 of the implementation must be fully after go-live phase 1 (within about 6 months all functionalities described in Annex 2 shall be implemented), with integrations and further development being realized at mutually agreed upon points in time.
- A post-implementation support period must be included. During a minimum aftercare period of 2 months, users should be able to rely on additional support for questions. Remaining issues must be resolved adequately, including items that did not block go-live.
- The implementation will be conducted both verbally and in writing in the English language.
- During the implementation, the Tenderer is also responsible for project management and will appoint one fixed point of contact, who will be responsible for application configuration and implementation as agreed upon with the NEO project team.
- The Tenderer will provide at least two training sessions per user during the implementation. The following user groups must be trained:
    - Administrator training (including all administrative documentation in English and any supporting tools to enable independent functional management): Functional administrators (2 persons)
    - Key user training (including all required documentation in English): document controllers (8 persons)
    - End-user training (including all required documentation in English): Light users for document submission, approval workflows, time registration, expense claims, and reporting (approx. 200 – 300 persons)

The Tenderer must include a plan of approach with its submission. This plan must contain the following subcomponents:

1. **Project approach, deliverables, and phasing**
   Describe your project approach, deliverables, and phasing up to go-live for Phase 1 and Phase 2, ensuring that implementation, testing, training, transition to operations, and aftercare are executed in a structured manner. Indicate which information is required from NEO NL (such as organizational structure, authorization matrix, document taxonomy, retention policies, and user data. Templates to be provided by supplier). Also describe the methods, experience and best practices applied to ensure a successful implementation.

2. **Project organization**
   Specify, per phase, the required effort (both qualitative and quantitative, in hours) from the Tenderer (per role) and the required effort from the Contracting Authority. Provide a clear RASCI matrix detailing roles, responsibilities, and accountabilities.

3. **Project team**
   Describe the composition of your project team and the expertise and experience they bring to ensure sufficient domain knowledge for a successful and effective implementation. Include at least the CVs of the proposed project manager and lead consultants. These individuals may only be replaced during the implementation in case of illness. Explain how you ensure project continuity, for example in the event of long-term absence of key personnel, and which measures you take to prevent negative impact on progress and quality.

4. **Risk management**
   Provide a risk analysis in which the Tenderer identifies specific risks, including likelihood and impact, and describes how these risks will be mitigated within the approach (control measures). Substantiate the effectiveness of the proposed mitigation measures.

The elaboration of the implementation plan must be realistic and feasible in relation to the proposed price.

Assessment Q2: Project Services during the Implementation Phase

Award sub-criterion 2 shall be assessed qualitatively. In the assessment, the Contracting Authority will consider the overall impression of the Tenderer's elaboration and the substantiation provided. In doing so, the Contracting Authority will take into account the following aspects:

- the completeness of the elaboration of the information requested, i.e. whether all requested information is addressed to a sufficient extent in the Tenderer's response;
- the extent to which the Tender demonstrates that the Tenderer understands the objective of the Contract, and that the proposed working method and resources to be deployed are convincingly substantiated as contributing to that objective;
- the extent to which the elaboration is concrete and specific. The more concrete and specific the Tenderer is in addressing the Contract and its proposed solution, the more favourably this will be assessed;
- the more realistic and convincing the approach described in the implementation plan is, the more favourably the plan will be assessed;
- the greater the extent to which the Tenderer takes responsibility, the more favourably this will be assessed;
- the greater the expertise and experience (also in engineering and construction companies) of the proposed project team, the more favourably this will be assessed;
- the better the Tenderer demonstrates that it is able to manage risks, the more favourably this will be assessed;
- the better the elaboration and the submitted information demonstrate, in a realistic and effective manner, that the Tenderer and the services offered are and will remain of added value to the Contracting Authority, the more favourably this will be assessed.

The better the proposals are substantiated, the more favourably they will be assessed. Substantiation may consist of concrete examples, references, best practices, testimonials and customer evaluations, certificates, or certificates relating to quality standards and norms commonly applied in practice. Empty or unsupported statements, such as "quality is in our DNA", will not be assessed positively.

The assessment aspects do not constitute further sub-criteria or sub-sub-criteria and are not weighted in relation to each other. They are aspects on the basis of which this award sub-criterion will be assessed in order to arrive at one integrated assessment rating, taking into account the substantiation provided. The Contracting Authority deliberately applies an integrated assessment, as it considers that there is a clear relationship between the requested elements.

In assessing the Tenderer's elaboration of the requested elements, the assessment committee will apply the following scores:

Score	Description	Percentage of maximum quality value
Excellent	The aspects of project approach, project organisation, project team and risk management are clearly elaborated and substantiated to a very good or excellent extent, and all aspects are addressed. This corresponds to a mark of 9 or 10.	100%
Good	The aspects of project approach, project organisation, project team and risk management are clearly elaborated and substantiated to a good extent, and all aspects are addressed. This corresponds to a mark of 8.	80%
More than satisfactory	The aspects of project approach, project organisation and project team are clearly elaborated and substantiated to a more than satisfactory extent, and all aspects are addressed. This corresponds to a mark of 7.	50%
Satisfactory	The aspects of project approach, project organisation, project team and risk management are clearly elaborated and substantiated to a satisfactory extent. This corresponds to a mark of 6.	10%
Unsatisfactory	Anything below "satisfactory". Multiple aspects of project approach, project organisation, project team and risk management have not been elaborated and substantiated, or have been elaborated and substantiated only to an insufficient extent. This corresponds to a mark of 5 or lower.	Exclusion; the Tender shall be rejected and the Tenderer shall no longer be eligible for award of the Contract.

5.4 Q3: Ongoing Services during the Operational Phase, including the Exit Phase

The Contracting Authority aims to ensure the optimal functioning of its DMS functionality after go-live. In order to safeguard continuity, security and performance, robust management and maintenance are essential. The Contracting Authority is seeking a Contractor that not only provides technical support, but is also capable of contributing strategically and further developing the functionality in light of the organisation's growth and future legislative and regulatory developments.

The objective is to obtain insight into the Tenderer's approach to day-to-day management, appropriate service levels, maintenance, security and cooperation. In this context, the Contractor must demonstrate how it will not only prevent and resolve incidents, but also actively contribute to the continuity, security, user satisfaction and optimisation of the DMS functionality.

Principles

Reference is made to the Schedule of Requirements and Quality Preferences (Annex 2), in particular sections Sovereignty, Auditing, Functional Management, Helpdesk, Availability Management, Continuous Development and Exit.

The Tenderer must include in its Tender a description of the ongoing services to be provided. This description must include the following sub-components:

1. **Description of the services offered**
   The Tenderer must provide a description of the services and any additional services offered in addition to those described in the principles set out above.
2. **Concrete description of the guaranteed and measurable service levels offered by the Tenderer**, including:
   A. service window;
   B. availability of the helpdesk;
   C. response times and functionality restoration times;
   D. response and resolution in the event of security incidents;
   E. availability of the SaaS solution;
   F. Recovery Point Objective (RPO) and Recovery Time Objective (RTO) in the event of calamities or disasters;
   G. any other relevant service levels;
   H. the timeframe within which quotations for additional services and/or support will be prepared, and the timeframe within which personnel will be deployed following approval of the relevant quotation.
3. **Description of the proposed partnership model**, including:
   A. how the Tenderer will give concrete effect to the partnership, including the manner in which the cooperation will be monitored and evaluated, in order to establish a long-term and effective working relationship aimed at continuous improvement and satisfied users;

   B. the measures the Tenderer will take if the services are not delivered in full, and the compensation the Tenderer proposes if the agreed service levels are not achieved.

Assessment Q3: Quality of Ongoing Services

Award sub-criterion 3 shall be assessed qualitatively. In the assessment, the Contracting Authority will consider the overall impression of the Tenderer's elaboration and the substantiation provided. In doing so, the Contracting Authority will take into account the following aspects:

- the completeness of the elaboration of the information requested, i.e. whether all requested information is addressed to a sufficient extent in the Tenderer's response;
- the extent to which the Tender demonstrates that the Tenderer understands the objective of the Contract, and that the proposed working method and resources to be deployed are convincingly substantiated as contributing to that objective;

- the extent to which the elaboration is concrete and specific. The more concrete and specific the Tenderer is in addressing the Contract and its proposed solution, the more favourably this will be assessed;
- the extent to which the Tenderer offers more extensive services than those described, and provides commitments and guarantees in respect of the services to be delivered, the higher the score awarded;
- the extent to which the Tenderer commits to concrete, measurable, additional and improved service levels, and convincingly safeguards the stated service levels and services by means of result obligations, the higher the score awarded;
- the extent to which the Tenderer gives concrete effect to, and safeguards, the partnership, including the measures and compensation applicable in the event that the offered services are not delivered, the higher the score awarded;
- the better the elaboration and the submitted information substantiate, in a realistic and effective manner, that the Tenderer and the services offered are and will remain of added value to the Contracting Authority, the more favourably this will be assessed.

The better the proposals are substantiated, the more favourably they will be assessed. Substantiation may consist of concrete examples, references, best practices, testimonials and customer evaluations, certificates, or certificates relating to quality standards and norms commonly applied in practice. Empty or unsupported statements, such as "quality is in our DNA", will not be assessed positively.

The assessment aspects do not constitute further sub-criteria or sub-sub-criteria and are not weighted in relation to each other. They are aspects on the basis of which this award sub-criterion will be assessed in order to arrive at one integrated assessment rating, taking into account the substantiation provided. The Contracting Authority deliberately applies an integrated assessment, as it considers that there is a clear relationship between the requested elements.

In assessing the Tenderer's elaboration of the requested elements, the assessment committee will apply the following scores:

Score	**Description**	**Percentage of maximum quality value**
Excellent	The aspects of service description, service levels and partnership are clearly elaborated and substantiated to a very good or excellent extent. This corresponds to a mark of 9 or 10.	100%
Good	The aspects of service description, service levels and partnership are clearly elaborated and substantiated to a good extent, and all aspects are addressed. This corresponds to a mark of 8.	80%
More than satisfactory	The aspects of service description, service levels and partnership are clearly elaborated and substantiated to a more than satisfactory extent, and all aspects are addressed. This corresponds to a mark of 7.	50%
Satisfactory	The aspects of service description, service levels and partnership are clearly elaborated and substantiated to a satisfactory extent. This corresponds to a mark of 6.	10%

Unsatisfactory	Anything below "satisfactory". Multiple aspects of service description, service levels and partnership have not been elaborated and substantiated, or have been elaborated and substantiated only to an insufficient extent. This corresponds to a mark of 5 or lower.	Exclusion; the Tender shall be rejected and the Tenderer shall no longer be eligible for award of the Contract.

5.5 Q4: Demonstration

NEO NL applies a demonstration of the proposed solution as an award criterion. Only Tenderers who, on the basis of the arithmetic evaluation, still have a realistic chance of being awarded the Contract — i.e. taking into account their score including the maximum possible score for the demonstration award criterion — will be invited to provide such demonstration. This prevents Tenderers from having to incur unnecessary effort.

Objective

The purpose of the demonstration is for the Tenderer to demonstrate that it has made appropriate choices regarding the proposed functional solution, that the solution is easily configurable for users, and that it is user-friendly. This is intended to maximise the likelihood of a proper and successful implementation, including user adoption, of the requested solution, so that the Contract can be delivered to the satisfaction of the Contracting Authority.

The demonstration may not contain any amendment to the Tender. Any amendments will therefore not be taken into account in the evaluation.

The specific time slot for the demonstrations will be coordinated no later than one week in advance with the Tenderers who still have a chance of being awarded the Contract. The demonstrations will take place on 29 July CEST 2026 or (backup) 30 July CEST 2026. Specific practical details, such as the exact time, will be communicated at a later stage.

Demo

The Tenderer is requested to provide:

- an approximately 120-minute live demonstration of a working version of its solution, during which the user-friendliness of the solution will be assessed
- the Tenderer is requested to demonstrate the cases set out in Annex 10, **Demo Scripts**, on the basis of which the assessment committee will carry out its assessment. These cases are attached separately as Annex 10.

Assessment Q4: Demonstration

Award Criterion 4 shall be assessed qualitatively. In the evaluation, the Contracting Authority will consider the overall impression and the substantiation provided. In doing so, the Contracting Authority will have regard to the matters:

1 uniformity of the user interface, whereby user groups and different roles experience the same look and feel
2 clearity of communication of the user interface and dialogue boxes messages
3 level of intuitive navigation within the solution
4 number of actions required
5 ease of use of a search function that enables users to search quickly
6 ease of use of a context-sensitive help function
7 simplicity and flexibility of the configuration of output and workflows for users

The better the proposals contribute to what is requested, the higher they will be rated.

The assessment aspects do not constitute further sub-criteria or sub-sub-criteria and are not weighted in relation to each other. They are aspects on the basis of which this award sub-criterion will be assessed in order to arrive at one integrated assessment rating, taking into account the substantiation provided. The Contracting Authority deliberately applies an integrated assessment, as it considers that there is a clear relationship between the requested elements.

In assessing the Tenderer's elaboration of the requested elements, the assessment committee will apply the following scores:

Score	Description	Percentage of maximum quality value
Very good	The aspects of ease of use and user interface are demonstrated and made clear to a very good or excellent extent. This corresponds to a mark of 9 or 10.	**100%**
Good	The aspects of ease of use and user interface are demonstrated and made clear to a good extent. This corresponds to a mark of 8.	**80%**
More than satisfactory	The aspects of ease of use and user interface are demonstrated and made clear to a more than satisfactory extent. This corresponds to a mark of 7.	**50%**
Satisfactory	The aspects of ease of use and user interface are demonstrated and made clear to a satisfactory extent. This corresponds to a mark of 6.	**10%**
Unsatisfactory	Anything below "satisfactory". This corresponds to a mark of 5 or lower.	**0%**

5.6 Price

The Tenderer must include with its Tender a signed version of the fully completed Annex 7 – Pricing Form.

The Tenderer must take into account the requirements set out in this respect in Chapter 3. For guidance on how to complete the Pricing Form, reference is also made to the "Instructions" tab in the Pricing Form included as Annex 7.

By accepting a requirement or a wish, the Tenderer shall be deemed to have included the costs of realisation, implementation, management, support and maintenance in the price submission.

6 Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no reservations have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

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

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Sections 3 and 4) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

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

The assessment of the Tenders shall be carried out by an evaluation/ assessment committee. The evaluation committee shall consist of at least three suitably equipped and competent evaluators.

Each Tender shall first be assessed individually by each evaluator on the basis of the assessment criteria set out in the Procurement Document. Subsequently, the evaluation committee shall, in plenary session and by consensus, arrive at a final assessment for each quality preference question.

For Q2 and Q3, a score of "Satisfactory" constitutes a minimum quality threshold. A Tender that receives an "Unsatisfactory" score for Q2 or Q3 shall be rejected and shall not be eligible for award.

The total deduction for all quality preference questions shall be determined arithmetically.

The Tender Price, less the notional deductions obtained for the four award sub-criteria, shall constitute the evaluation price of the Tender.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The most economically advantageous tender shall be the Tender with the lowest final evaluation price, being the Tender Price less the notional deductions obtained for the four award sub-criteria.

The definitive evaluation price shall be calculated by deducting the notional quality discounts obtained for Q1, Q2, Q3 and Q4 from the Tender Price. The Tender with the lowest definitive evaluation price shall be ranked first. No intermediate results shall be rounded, unless expressly stated otherwise.

If two or more Tenderers have achieved the same evaluation price and this would result in the Contracting Authority being required to award the Contract to more than the desired number of Tenderers, the Contracting Authority shall award the Contract to the Tenderer with the highest score for award sub-criterion Q2: Project Services during the Implementation Phase. If the highest-ranked Tenderers have also achieved the same score for that award sub-criterion, the Contracting Authority shall award the Contract to the Tenderer with the highest score for award sub-criterion Q3: Ongoing Services. If the highest-ranked Tenderers have also achieved the same score for that award sub-criterion, the Contracting Authority shall award the Contract to the Tenderer with the highest score for award sub-criterion Q1: Quality of the solution. If the highest-ranked Tenderers have also achieved the same score for that award sub-criterion, the Tenderer to whom the Contract will be awarded shall be determined by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that, at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 10 (ten) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the Contract.

7 Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum(s) of Information and declares that he will continue to comply therewith throughout the entirety of the contract period and that Tenderer agrees to the statement in Annex 8, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule/ planning

See schedule in Subsection 1.3.

7.3 General procedure

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

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.4 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.
You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.
If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Richard Heijne den Bak r.heijne@mitopics.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult TenderNed voor ondernemingen | TenderNed or TenderNed for foreign businesses | TenderNed.

7.5 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit eHerkenning gebruiken voor TenderNed | TenderNed for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.6 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

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

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed or English | TenderNed. For each question, clearly indicate which chapter, section, article and/or page your question relates to.

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

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

Information meeting

The Tendering Authority will organise **two** information meetings. The purpose of the first information meeting is to introduce NEO NL and its organisation, to explain the assignment and to explain the tendering procedure. The first information meeting will take place via a Teams link on **20 May 2026 from 16:00 to 17:00 CEST.** The link will be communicated after registration.

After the first information meeting there will be a second information meeting. Tenderers will have the opportunity to submit questions in advance. Relevant answers to important questions submitted before **17:00 CEST on 26 May 2026** will also be addressed during the second information meeting.

The final answers will be confirmed to all Tenderers by means of a Memorandum of Information. The questions and answers shall form an integral part of this Procurement Document.

The second information meeting will take place via a Teams link on **12 June 2026 from 15:00 to 17:00 CEST.** The link will be communicated after registration.

If the Tenderer wishes to make use of the invitation, it is requested to notify the **contact person specified in the Tender Document (see paragraph 7.4) by email, no later than 3 days before the first or second information meeting, of the persons (including e-mail address for the teams link)** who will represent its organisation.

7.7 Validity period and submission of Tender

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

7.8 Variants on Tender

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

7.9 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

7.10 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.11 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.
In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information take precedence in the event of inconsistencies between the different Memoranda.

7.12 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.13 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for NEO NL. That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guides:

- Annex 5: Handling confidential information in NEO NL
- Annex 6: Information security Policy NEO NL

7.14 Inconsistencies and objections

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

7.15 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. If the Tenderer has a complaint regarding the procedure, the Tenderer is requested to submit such complaint, duly reasoned, by email to *procurementcomplaints@neonl.com*.

The complaint shall be handled by staff members other than those who have been involved in this procedure. The Contracting Authority aims to handle complaints carefully and within a reasonable period of time. The submission of a complaint shall not suspend any applicable deadlines or obligations, unless otherwise agreed in writing.

7.16 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.17 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3).

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
- The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit TenderNed gebruiken als ondernemer | TenderNed or TenderNed for foreign businesses | TenderNed.

- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.18 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation.

Subject	**Description**	**Tenderer's action**
Annex 1	European Single Procurement Document (ESPD) *	To be completed, validly signed and added to the Tender in TenderNed.
Annex 8	Declaration by the Tenderer pursuant to EU Regulation 2022/576 of 8 April 2022	To be completed, validly signed and added to the Tender in TenderNed.
Annex 4	Reference Assignment Forms	To be completed and added to the Tender in TenderNed.
Quality Criteria	Q1: Quality of the Solution – completed Annex 2 containing the requirements and quality preferences. Response to Q2: Project Services during the Implementation Phase – maximum 15 pages. Response to Q3: Quality of Ongoing Services – maximum 15 pages.	Three documents to be added to the Tender in TenderNed.
Annex 7 – Pricing Form	The prices/rates offered.	To be completed, validly signed and added to the Tender in TenderNed.

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

7.19 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.
If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts either an original handwritten signature, or the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

3 ways to sign the UEA:

1. Print, sign and scan;
2. Digitally insert an electronic (certified) signature or a scan of a pen-written signature;
3. Create and insert a certification ID online.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.20 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

If a Tender is submitted by a principal contractor that does *not* rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

If the principal contractor *does* rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

7.21 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

7.22 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.23 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English.

The Tender must be submitted in English.

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

7.24 General terms and conditions

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

7.25 Contract conditions

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

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

7.26 Explanation and verification of the Tender

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.27 Request for supplementary information concerning the Tender

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

7.28 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period
All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to

the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement
Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

8 Annexes

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

Annex 1: European Single Procurement Document

Annex 2: Schedule of Requirements and Preferences NEO NL

Annex 3: Draft Contract

Annex 3a: Data processing Agreement

Annex 3b: ARBIT-2022

Annex 3c: Stand-by agreement

Annex 4: Reference Assignment Form

Annex 5: Handling confidential information in NEO NL

Annex 6: Information security Policy NEO NL

Annex 7:Pricing Form

Annex 8: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)

Annex 9: ABRO 2026 Security Requirements

Annex 10: Demo Scripts

NEON NL

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