



Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the provision of Professional services from a Lender Technical Adviser (LTA)

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Definition of terms

ARVODI	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
ANVS	Authority for Nuclear Safety and Radiation Protection: the Dutch nuclear regulator.
Bid Invitation Specification	The BIS outlines the technical, commercial, and legal requirements for a project, including nuclear energy facilities and invites potential contractors or vendors to submit bids.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Framework Agreement with the Contractor on behalf of the Contracting Authority.
Contractor	The Party with whom the Contracting Authority signs the Framework Agreement.
Core Team	Team of senior Contractor staff closely and regularly involved with the Dutch Newbuild project within the scope of LTA activities.
DKE	Directorate of Nuclear Energy, part of the Dutch Ministry of Economic Affairs and Climate Policy.
EPC	Engineering, Procurement and construction (EPC) is a contractual arrangement where a single contractor is responsible for the engineering design, procurement of materials and equipment, and construction of a nuclear facility.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
FDP	Funding Decommissioning Program (FDP) is a financial mechanism to ensure sufficient funds are available to safely dismantle nuclear facilities, manage radioactive waste, and restore sites at the end of their operational life, as mandated by Dutch and EU regulations.
Framework Agreement/Contract	The written Framework Agreement between the Contracting Authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period.

(Framework) Scope of Work	Means the outline services that the Contractor must supply over the duration of the Framework Agreement as further set out or referenced in in this Tender Document, in section 2.
Front-End Engineering Design (FEED)	FEED is the phase in a project where preliminary engineering and design work is conducted to define technical requirements, scope, and cost estimates before full-scale engineering and construction begin.
Further Agreement	A written agreement signed by the Contracting Authority and the Contractor based on the Framework Agreement.
Further Offer	An offer to perform Services submitted by the Contractor to the Contracting Authority in response to a Request for Further Quotations under this Framework Agreement.
IMS	Integrated Management System
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK)– will serve as process manager during this tendering process.
KCB	Borssele Nuclear Power Plant (<i>kerncentrale Borssele</i>)
Kew	Dutch Nuclear Energy Act (<i>Kernenergiewet</i>)
LNPP	(Large scale) Nuclear Power Plant
Limited notice to proceed (LNTP)	LNTP is a contractual authorization issued to a contractor, allowing them to begin specific preliminary activities before full project approval or financing is secured.
LTO	Long Term Operation
LTO-2	Second Long Term Operation of the Borssele nuclear power plant, serving to extend the design life of the Borssele nuclear power plant with 20 years to 2054. This a on top of the LTO-1, which was a design life extension of 20 years to 2033.
Most Economically Advantageous	The Tender that achieves the lowest price per point based on the best price-quality ratio.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
NEO NL	Nuclear Energy Organisation Netherlands B.V. the State-owned enterprise serving as owner/operator in the Dutch newbuild project and is responsible for coordinating the project.
NNB Project	Nuclear Newbuild project. In the Dutch context, this means the realisation of at least two new large scale nuclear powerplants.

NPP	Nuclear Power Plant. NPP can refer to Large scale Nuclear Powerplants, Small Modular Reactors and the Borssele Nuclear Power Plant.
NPE	The Nationaal Programma Energie (National Energy Plan) is a strategic document and policy framework developed by the Dutch government to outline the country's energy transition goals and pathways. It sets out the national approach to achieving a sustainable, reliable, and affordable energy system, in line with the Dutch Climate Agreement and European Union targets.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
Parties	Refers to both the Contractor and the Contracting Authority
PSAR	Preliminary Safety Analysis Report (PSAR) is a document submitted during the early stages of nuclear facility licensing to demonstrate that the proposed design will result in a safe facility and that construction will achieve the intended safety objectives.
Request for Further Quotation	An invitation by the Contracting Authority under this Framework Agreement to the Contractor to submit a Quotation for a Further Agreement.
Small Modular Reactor (SMR)	An SMR is an advanced nuclear reactor designed to be smaller in size (<500 MWe per unit) and built in modular components, allowing for scalability, factory fabrication, and flexible deployment.
Single Point of Contact (SPOC);	A Single Point of Contact is a designated individual responsible for coordinating communication, information flow, and decision-making.
Support Team	Contractor personnel to be involved with LTA Further Agreements if execution of said Further Agreements require expertise or manpower in addition or in lieu of Core Team personnel.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
SQEP	Suitably Qualified and Experienced Personnel (SQEP) are individuals who possess the necessary education, training, skills, and practical experience to competently perform tasks that affect nuclear safety, radiation protection, or security. Their qualifications and experience must be demonstrated and maintained in accordance with national and international standards to ensure the safe and reliable operation of nuclear facilities.
SSC	Structure, Systems and Components (SSC) refers to all individual parts of a nuclear power plant, ranging from physical buildings (structures) and pipelines (systems) to pumps and valves (components), which are classified based on their safety significance, functionality, and reliability.

Technology Supplier	Refers to potential suppliers of LNPP technology for the Dutch nuclear new build project. These are currently EDF (French Republic) and Westinghouse (United States of America).
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all of its annexes.

1. Introduction

This Tender Document contains information regarding the invitation to tender conducted in accordance with the European open procedure for the procurement of the services of a Lender Technical Adviser (hereafter: LTA). The LTA will serve to provide the Contracting Authority, the ministry of Economic Affairs and Climate Policy (hereafter: EZK), with advice and support to enable EZK to be an effective sponsor, owner and financier of the state-owned enterprise Nuclear Energy Organisation Netherlands (hereafter: NEO NL).

The Netherlands aims to achieve climate neutrality by 2050, with a specific target of carbon neutrality of its energy supply by 2040. From the government, EZK is primarily responsible for the decarbonization of the Dutch electricity supply mix. The National Energy System Plan (*Nationaal Plan Energiesysteem* - hereafter: NPE) outlines the government's long-term vision for a sustainable, integrated energy system in the Netherlands. Among other options, the potential of nuclear energy to complement renewable sources such as solar, wind, and geothermal energy is underscored clearly, thereby enhancing the sustainability and durability of the Dutch energy mix and reducing reliance on imported fossil fuels.

The Dutch government plans to increase the role of nuclear power in the energy system through, amongst others, three closely connected objectives:

- Design, license, procure, construct and commercialize at least four new Nuclear Power Plants (hereafter: NPP) in a Nuclear Newbuild Project (hereafter: NNB). The first two Large scale Nuclear Power Plants (hereafter: LNPP) are in an advanced preparatory phase.
- Extend the operational lifespan of the existing Borssele nuclear power plant (*Kerncentrale Borssele* - hereafter: KCB) beyond 2033. To legally allow this, the Nuclear Energy Act is being amended. Furthermore, EZK is currently in the process of acquiring a majority stake in the current owner/operator of the KCB (hereafter: EPZ), and planning to execute feasibility studies to coordinate national nuclear governance and operations.
- Develop a small modular reactor (hereafter: SMR) programme in addition to LNPPs. NPPs 3 and 4 could also be SMRs.

Most of the activities related to the nuclear newbuild project have been performed by EZK. Now that NEO NL has assumed legal status in February 2026, it will increasingly assume responsibility as owner/operator. EZK will oversee NEO NL and move to the role of sponsor, owner and financier. This will enable NEO NL to take over responsibility for the development of the programme. This primarily involves selecting the technology and the supplier for the first two LNPPs, obtaining the license and/or permits to construct and to operate, supervising the construction and commissioning of the NPPs in the Netherlands. As NEO NL is a State-Owned Enterprise, this entity becomes responsible for the NPP commissioning, operation and eventually its decommissioning. In the near future, the responsibilities of overseeing the KCB lifetime extension and implementing the SMR programme might also become part of the NEO NL scope.

To assist NEO NL in reaching their objectives, a Technical Support Organisation (TSO) has been engaged. However, the creation of NEO NL as separate entity results in a division of responsibilities within nuclear infrastructure projects that would make it impossible for a single Party to advise both EZK as the sponsor, owner and financier and NEO NL as Owner-Operator without conflicts of interest. In parallel with this transfer, EZK will engage a separate adviser, the LTA.

Being an effective sponsor, owner and financier translates to giving authoritative go/no-go decisions on milestone deliverables and intermediate progress reviews, keeping track of NEO NL progress and the execution of the assignment given to NEO NL by EZK. Being an effective financier means disbursement of funds when achieving milestones, which can for example be progress reviews but also technical milestones of the construction. The LTA will work alongside EZK to

support with primarily, although not exclusively, technical and financial areas of expertise needed for these responsibilities.

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

Noting the aforementioned division of responsibilities between the TSO and LTA, the parties currently involved with the TSO as member of the TSO consortium are barred from this LTA tender. TSO subcontractors will not be barred from the onset, provided they can substantiate how an absence of a conflict of interest between their LTA and TSO activities can be guaranteed. This is understood to mean at least that parties involved with the LTA will not perform work for the TSO after the LTA contract has started.

1.1 Contracting Authority and IUC-EZK

This Tender is being conducted on the instructions of the Contracting Authority, represented by the Directorate of Nuclear Energy (hereafter: DKE), part of the ministry EZK. Apart from DKE, the Department of Supervision of Economic Security and Ownership- and Shareholder Advice (TEVEA), acting as the shareholder of NEO NL, is also involved, mainly in the Program and Control Cycle.

The Procurement Office (IUC EZK), part of the Netherlands Enterprise Agency (RVO.nl) and in turn part of EZK, will serve as process manager during this tendering process.

1.2 Reason for this invitation to tender

The Contracting Authority has defined the need to supplement their knowledge and expertise base by external resource, to be able to be an effective sponsor, owner and financier to NEO NL. More specifically, the Contracting Authority requires the LTA to:

1. Assist and inform EZK in decision-making, currently mainly for the newbuild project (subsection 2.3.1), in the future also for the KCB lifetime extension and SMR programme implementation;
2. Perform formal checks on relevant NEO NL deliverables (subsection 2.3.2);
3. Provide general technical advice and support (provided by the Core Team), invoked whenever needed within the LTA scope (subsection 2.3.3).

The objective of this Invitation to tender is to establish a Framework Agreement over a period of maximum four years, by mobilising a Core Team which will provide advice and support whenever required within the LTA scope. The Scope of Work (subsection 2.1) further defines the details of the required scope of work anticipated over the Framework Agreement terms, to be further specified in separate Further Agreements. The provision of general advice provided by the Core Team until the submission and acceptance of the way of working (requirement 3.3) will be a Further Agreement to be signed in conjunction with the LTA Framework Agreement.

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

1.3 Time schedule

The schedule below applies to this tender.

11 May 2026	Issuing of publication, start of tender.
27 May 2026 12:00 pm CET (afternoon)	Closure of questions: deadline for the Tenderer to submit questions regarding this tender and the Agreement (including the general terms and conditions) and/or proposals for textual amendments to the draft Agreement (including the general terms and conditions).
10 June 2026	Issuing of Memorandum of Information
22 June 2026 - 12:00 pm CET (afternoon)	Deadline for the receipt of Tenders and start of the assessment of Tenders by the Contracting Authority.
23 June 2026 up to and including 25 August 2026	Assessment of Tenders
26 August 2026	Announcement of the award of the Contract.
Up to and including 10 September 2026	Deadline for the winning Tenderer to provide the evidence requested by the Contracting Authority.
Up to and including 15 September 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.
21 September 2026	Starting date of Framework Agreement.

If – in the opinion of the Contracting 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 the assignment (Scope of Work)

2.1 Background of preparatory work undertaken for the Dutch nuclear programme

The work undertaken by EZK relevant for this Tender and the scope of the LTA, falls within three related nuclear projects: the newbuild of two LNPPs, lifetime extension of the current Borssele NPP (KCB), and development of the Small Modular Reactor (SMR) programme.

2.1.1 The newbuild of two LNPPs

In 2023, DKE started engagement with three Technology Suppliers of nuclear technology, of which currently two remain. Amongst the preparatory steps taken so far are:

Technical feasibility studies (hereafter: TFS)¹

Each supplier of the nuclear technology (hereafter: Technology Supplier) has on behalf of EZK independently executed a technical feasibility study in 2023 and 2024 to determine whether its proposed LNPP technology would be feasibly deployable within the Dutch legal, financial, technical and spatial context. This was done through three separate workstreams of 'Technology and Licensing', 'Site Specifics' and 'Delivery Models and Economics'. All Technology Suppliers, in consultation with the ANVS, confirmed the feasibility of their technology in the Dutch context.

Market Consultation (hereafter: MC)²

A market consultation in 2023 and 2024 served to map the conditions under which vendors and/or private lenders might invest in the Newbuild project. It also determined the need and extent of government involvement in the financing of nuclear projects, laying out common elements of a Government Support Package, which is the bundling of the financial and risk support provided by the government.

Third-party Review (hereafter: TPR)³

With the conclusion of both the TFS and MC, the results of the TFS and MC have been validated by a third party 2025, assisting in transmitting this data comprehensively to relevant stakeholders and helping in strategizing the delivery of the bid invitation specifics.

Location selection procedure

Currently seven sites with two additional alternatives are being considered. DKE is working on finalizing the concept "Notitie Reikwijdte en Detail" where the site selection process is developed. Furthermore, the Integral Effects Analysis and "planMER" are being drafted to compare all sites on technological, environmental and other aspects to inform the site selection.

Regional Deal and stakeholder management

Alongside site selection efforts, active local stakeholder management is implemented to ensure optimal engagement of local communities. Talks with communities in Zeeland have resulted in the compilation of conditions from said communities regarding the construction of new NPPs. These conditions have been received from citizens of the municipality of Borssele (2024), the province Zeeland (2024) and Terneuzen (2025). Furthermore, they are used as input for substantive conversation between the central government and the aforementioned stakeholders about a regional deal. Various details that are required for this regional deal will only become clear at a later stage, for example during the vendor selection and design.

Government Support Package (hereafter: GSP)

The GSP is being designed to provide the necessary financial support from the Dutch government to NEO NL to enable the construction of new nuclear power plants. It is designed based on a financial model, market consultations and technical feasibility studies. The GSP contains equity and

¹ See: [Technische haalbaarheidsstudies | Kernenergie in Nederland](#)

² Public version of the MC report is available at: [EY - Dutch Nuclear New Build Program; Remuneration models & finance structures \[Rapport, 9 juli 2024\] | Rapport | Rijksoverheid.nl](#)

³ Public version of the TPR report is available at: [Third Party Review | Rapport | Rijksoverheid.nl](#)

debt contributions, a Contract for Difference (*hereafter: CfD*) and guarantees and is currently being further developed in alignment with EU state aid regulations. The outlines of the GSP were presented in October 2025.⁴

Role in the Dutch electricity system

The role of nuclear energy in the Dutch energy system has been presented in several studies and government papers. Most notably, the NPE includes a high level target of nuclear electrical output in the system, up to 7GW. Next to that an extensive study was published in October 2025, comparing from a system cost perspective an energy system with and without nuclear energy.⁵

2.1.2 Long-Term Operation (*hereafter: LTO*) of KCB

To ensure operations can continue past 2033 with full adherence to the contemporary regime of safety and ageing management, three processes are currently underway:

- State acquisition of a majority stake in EPZ by buying the ZEH shares: a non-binding offer has been issued and currently EZK is working towards a binding offer.
- Amendment to the Nuclear Energy Act (*kernergiewet* - *hereafter: Kew*): The Kew is currently prohibiting operations past 2033. An amendment to the Kew to allow continued operations, albeit requiring a renewed license from the ANVS, has been proposed and is currently being discussed in parliament.
- The owner/operator of Borssele is conducting feasibility studies to determine the changes necessary to safeguard or improve NPP safety going into Long-Term Operation 2 (LTO-2)

2.1.3 SMR programme development

In 2025 the government published the national strategy for SMRs, providing directions to when and where SMRs could possibly be realised in the Netherlands.⁶ The programme is divided in several phases that cover a broad timeline, as SMR technology is still in development. EZK is watching international developments closely as well as looking at possibilities to stimulate the realisation of SMRs in the Netherlands.

2.2 Description and objective of the assignment

The (preparation for) procurement, engineering, construction and operations of new NPPs and lifetime extension of the existing NPP will fall under the responsibility of the new state-owned enterprise NEO NL, financed and supervised by the government. EZK will act as sponsor, owner and financier to NEO NL, for which it needs to obtain independent advice in the context of a nuclear project which is the ask of this Tender.

The Dutch government has provided nine policy objectives that apply to all developments in the energy system, including the work done by NEO NL. In the policy framework provided by EZK to NEO NL⁷, these policy objectives are translated into specific project objectives (Figure 1). The LTA shall provide advice to EZK, reviewing whether the policy and project objectives are being met.

⁴ See the letter to parliament of October 2025: [Voortgangsbrief nieuwbouw kernenergie oktober 2025 | Kamerstuk | Rijksoverheid.nl](#) (in Dutch)

⁵ See the attachment to the abovementioned letter to parliament: [file](#) (in Dutch)

⁶ See: [Strategie voor kleine modulaire kernreactoren in Nederland](#) (in Dutch)

⁷ [Neo NL policy framework | Rapport | Rijksoverheid.nl](#)

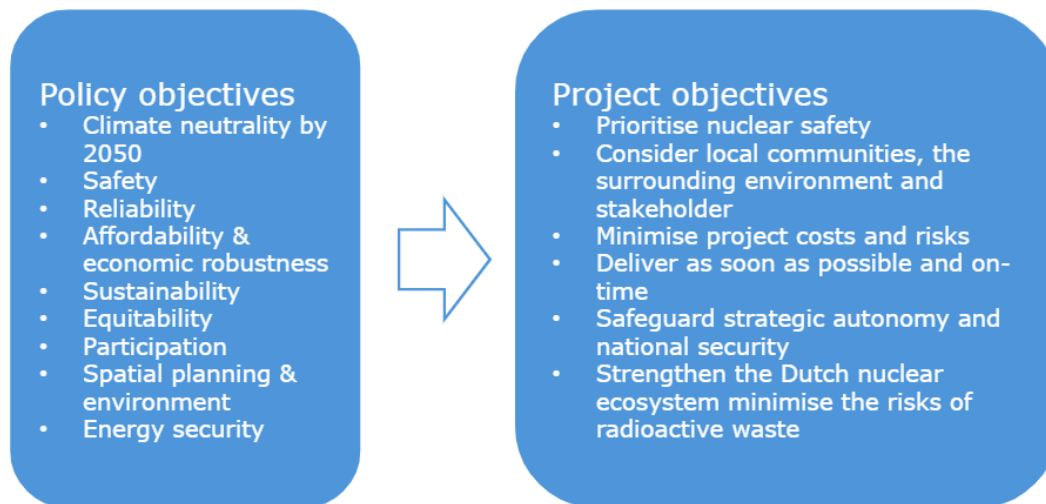


Figure 1: NEO NL policy and project objectives

The LTA is to collaborate with other parties, including a financial adviser to EZK and the TSO:

- The TSO is the technical adviser to NEO NL, supporting on topics such as procurement strategy, FEED studies, vendors competitive dialogue, contracting strategy, risk identification and allocation, and overall project delivery logic across the lifecycle.
- The financial adviser translates policy and risk choices into financeable structures which are also acceptable from a State Aid point of view: GSP design, State Aid compliance, financial modelling, risk pricing, and assessment of public exposure and value. A contract has already been concluded with a financial adviser under the government-wide framework agreement on 'Financial Advisory Services' (in Dutch: Financiële adviesdiensten).

Furthermore, it should be noticed that the following topics are explicitly **out of scope** for the LTA:

- One-of-a-kind studies and project requests, not being part of the continuous support questions detailed above; example of these one-offs are market consultations, feasibility studies, project-MER reports etc.
- Support to NEO NL, as this is provided by the TSO.
- Support regarding developing national programmes on nuclear knowledge and value chain.
- Any review, audit or advice that has commenced prior to the LTA project starting date.
- Any and all activities or tasks falling under the scope of an existing Frame Work Contract in which the Ministry participates, insofar such activities or tasks should not be exempted due to a lack of proportionality or due to the nuclear specificity of the relevant content matter.

Finally, as some boundary conditions for the scope of work may vary in time, such as the nuclear ambitions of the government, the newbuild project development speed, and the way or working between EZK and NEO NL, this might also impact the scope of work for LTA. For this reason, the Framework Agreement provides the needed flexibility.

2.3 Main task of LTA assignment: support project gate readiness review

EZK has issued a policy framework to NEO NL detailing the framework (goals, objectives, requirements) that NEO NL is expected to adhere to in the coming years. The LTA's main responsibility is to support EZK during the project gates for the construction of two new LNPPs. These gates are pre-identified milestones requiring ministerial approval. At each gate, NEO NL will be challenged to see if their work still contributes towards the policy framework. The expertise of the LTA is primarily focused to be an integral component in providing EZK well-considered assessments and advice to make a go/no-go decision on those gates.

Currently, the nuclear power infrastructure development in the Netherlands could be regarded moving from phase 1 to 2 as described in Guidance document NG-G-3.1 Rev. 2. Of the International Atomic Energy Agency (IAEA) (Figure 2). For the NNB project, the gates are

expected be in line with phase 2 and early phase 3 activities of nuclear power infrastructure development.

As there already is a functioning NPP in the Netherlands, the NNB project could be regarded as a "first-in-a-while". Therefore, some of the infrastructure issues described in IAEA NG-G-3.1 Rev. 2 are already resolved. The exact contents and planning for the gates are expected to change in accordance with the progress of the NNB project development and lifetime extension phases. Usually, a working schedule of two (2) years into the future will be maintained.

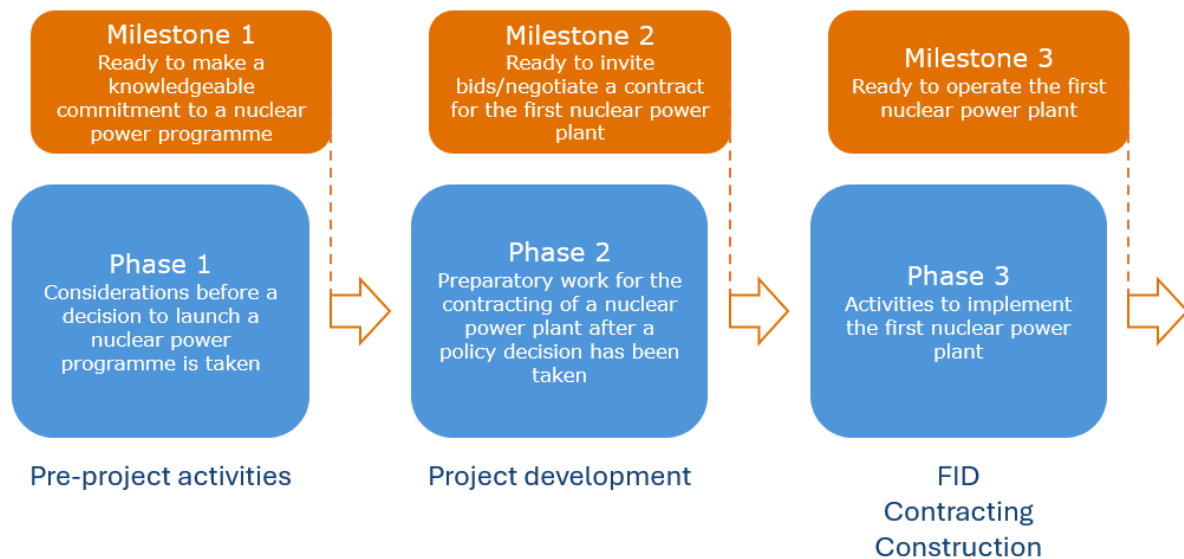


Figure 2: Nuclear Power Programme Development Roadmap adapted from IAEA NG-G-3.1 rev. 2

The LTO project and SMR programme are anticipated to be executed by NEO NL. For now, the LTA's involvement in these projects is assumed to follow a comparable project gate approach as the LNPP project, encompassing support for decision-making, the conduct of Formal Assessment & Readiness Reviews, and the provision of General Advice, which are detailed below.

2.3.1 Subtask 1: Support decision making

The LTA will assist EZK by providing support towards formal decision making and preparations for relevant decision-making body. This might include, but is not limited to, the following elements:

- Information regarding a go/no-go advice
- Connection of relevant findings from the Formal Reviews to the gates (see subtask 2)
- Identification of potential showstoppers
- Need-to-have & nice-to-have
- Potential recovery plans
- Gap analysis of discrepancies between Owner's plans, international best practices and the established policy framework.

2.3.2 Subtask 2: Formal Assessment and Readiness Reviews on NEO NL Deliverables and Reports

Throughout its projects, NEO NL with the assistance of the TSO, will produce a detailed set of deliverables that are required to pass the project gates. The LTA will, together with EZK, perform reviews (formal and informal readiness checks) on these deliverables and EPC/main contracts tender documentation in support of discussions and decision making in the project gate process. The LTA will deliver its Formal Reviews on a sample basis for which the exact topics will be specified at a later stage. Deliverables up for review will be similar to what can be expected for a LNPP project, LTO project and a SMR programme. These can include, but are not limited to:

- Market surveys & EPC pre-supply chain selection
- Owner's scope (e.g. owner's scope delivery, preliminary and basic design)

- Site characterization (e.g. environmental surveys, project-MER reports, environmental standards and compliance) and stakeholder management
- Owner/Operator Organizational development (licensee organization readiness at vendor selection stage, integrated time schedule)
- Technology selection and procurement
 - o Procurement strategy
 - o Front-End Engineering Design (FEED)
 - o Safety case and Preliminary Safety Analysis Report (PSAR) development
 - o Technical aspects of the plant design, especially changes to reference plants design against Dutch regulations
 - o Waste management
 - o Fuel cycle and fuel procurement strategy
 - o contract negotiations and price firming strategy and price estimates of capital expenditures and operational expenditures
 - o Technical choices of the plant design with impact on both cost and on plant operations (and business case), such as power output modulation capacity
 - o Conditions met at intermediate investment decision (IID) Milestones before Long lead items pre-order and at Final Investment Decision (FID)
 - o Localisation strategy
- Business plan, Funding Decommissioning Program (FDP), criteria applying to EPC limited notices to proceed (LNTP), etc.
- Within context of LTO, changes to design for continued safe operations
- In the context of the SMR programme:
 - o Technical feasibility study
 - o Licensability analysis

2.3.3 Subtask 3: General Advice

Between the gate reviews, another task of the LTA should be to provide general advice on a continuous basis to EZK provided by the Core Team. This general advice shall be provided in a series of meetings (online and in-person), workshops (in-person) and reports. The general advice could include the following aspects, but is not limited to:

- Provision of support to EZK in the oversight and assurance of NEO NL.
- Advice on whether the strategies and plans of NEO NL are coherent with Dutch and international best-practices.
- Advice on determining whether the organisation of NEO NL is fit for purpose and ready to execute the chosen strategies.
- Advice on interfaces with other advisers and strategic stakeholder management in the context of Dutch energy projects.
- Knowledge transfer to EZK ensuring that EZK gradually becomes more knowledgeable in its role as sponsor, owner and financier. The LTA should proactively prepare EZK for upcoming project gates and ensure that lessons learned, also from outside projects, is imparted to EZK. Advice EZK on exercising control, provision of direction and supervision towards NEO NL.
- The LTA is expected to advice EZK on their GSP governance, for example in aligning technical milestones by NEO NL with funding disbursement mechanisms.
- Programme and Control (P&C) cycle: the LTA is expected to support in assessing NEO NL deliverables in the P&C cycle, primarily submitted budgets.
- Monitoring the risk profile of the project and provide advice on relevant control measures.

However, project questions which are distinct studies and characterized as 'one-of-a-kind', such as market consultations, technical feasibility studies, project-MER are not part of the scope (subsection 2.2).

2.4 Lots

The invitation to tender has not been divided into lots, because all aspects of the scope must be executed in a holistic fashion and require similar expertise. The input gathered from the technical aspects of the scope are needed to inform the financial and commercial aspects and vice versa, within a specialised nuclear context. Also, as the LTA will be primarily tasked with aiding

Contracting Authority in being an effective sponsor, owner and financier to NEO NL, it also stands to reason to consider the LTO of KCB, the Dutch nuclear newbuild programme and the SMR programme to be one project as all these activities might be executed by NEO NL. The continuing advisory capacity serves to provide the Contracting Authority with needed expertise but is also crucial for the Contractor to understand and follow the iterative process of decision-making leading up to an eventual formal check informing a go/no-go decision. This also enables the LTA to support Contracting Authority in providing feedback on concepts of the eventual deliverables to be formally checked by the LTA. This will provide Contracting Authority with input constructed from a sufficiently broad perspective to give comfort that all necessary variables have been considered in following both the results of audits as advice regarding go/no-go project gate decisions.

In addition, splitting the assignment into separate lots would increase coordination and contract management efforts and create risks of inconsistent or incomplete advisory outcomes, particularly given the interdependence of technical, financial, and strategic assessments within strict project gate timelines. In the nuclear context, where decision-making must be based on consistent and traceable integrated assessments, maintaining one contractor responsible for the full advisory scope ensures continuity, accountability, and quality. Economic operators, including SMEs, remain able to participate through consortia or subcontracting arrangements.

The role of support and advice to Contracting Authority to effectively execute their role as sponsor, owner and financier towards NEO NL is a coherent task and as such does not merit splitting in separate lots. However, both for the purpose of broader market engagement, as well as ensuring the right expertise meets the right tasks, studies and tasks exceeding the scope of the general advice as described in 2.3.3 of the LTA will be issued through separate tenders.

2.5 Agreement Period

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

The Contracting Authority intends to conclude a Framework Agreement with one Tenderer.

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

For the provision of general advice by the Core Team, a temporary Further Agreement shall be concluded directly (simultaneously with the execution of the Framework Agreement) for a period of three (3) months, with a maximum allocation of 1,000 hours (see also Annex 3c – Draft Further Agreement Core Team).

Following the development of a plan of approach for the way of working (as set out in paragraph 3.3), a Request for Further Quotation shall be issued and a new Further Agreement shall be concluded. This will provide greater clarity regarding the deployment of the Core Team members, including duration, allocation of hours, and location.

For all other activities, as described in paragraph 2.3 (main tasks and sub-tasks), the Contracting Authority shall at all times first issue a Request for Further Quotation to the Contractor. In response, the Contractor shall submit a Further Offer, which will be assessed by the Contracting Authority. If the Contracting Authority approves the Further Offer, a Further Agreement shall subsequently be concluded.

2.6 Total estimated value of the Framework Agreement

The Contracting Authority has estimated a total contract value of EUR 15 million, including optional extension years (exclusive of VAT).

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

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

3. Requirements to this assignment

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

- the requested services and
- the prices and rates.

By submitting a Tender, you as Tenderer, explicitly consents to all requirements and conditions specified in this Tender Document and declare that you will continue to comply with these throughout the entirety of the Framework Agreement Period and that you agree to the statement in Annex 8, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, you confirm that you 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 your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 General Requirements

Number	Description
3.1.1	<p>Performance</p> <p>The Contractor can perform the assignment as described in chapter 2 and has or will have all the job profiles as described in requirement 3.2.2. The personnel to be deployed must be Suitably Qualified and Experienced Personnel (SQEP) and can thus perform the described service provision in a professional manner.</p>
3.1.2	<p>Employment relationship</p> <p>Personnel are made available by the Contractor without thereby creating or likely to create an employment contract between the personnel and the Contracting Authority. To that context, the Contractor guarantees to have taken adequate measures without reservation to prevent a suspicion or judgement of an employment relationship as referred to in the previous sentence and, where appropriate, to guard against it.</p>
3.1.3	<p>Quality</p> <p>The Contractor shall ensure that the work is performed in a qualitative satisfactory manner, which is understood to mean at least in accordance with the specifications as described in chapter 2 of this document. The Contractor shall actively monitor the performance of the personnel he uses and take remedial action if something goes wrong or preventive measures if something threatens to go wrong in this respect and inform the Contracting Authority of such an incident.</p>
3.1.4	<p>English language</p> <p>All products of the Contracting Authority and all tender and (Further) Agreements deliverables between the Contracting Authority and the Contractor within the scope of the LTA will be in the English language. The linguistical aspects of all written products yielded by Contractor are expected to be correct and to be at least of level English C1. Should such linguistical quality be inadequate, Contractor will be expected to amend the quality without additional charge.</p>
3.1.5	<p>Conflicts of Interest Management</p> <p>A] During the tender</p> <p>(a) The Tenderer shall inform The Contracting Authority and disclose in writing any case for a conflict of interest or any special interest that has arisen, will arise, or may arise from any dealings with the Contracting Authority or the Tenderer's involvement in the Tender.</p> <p>(b) In determining whether a conflict of interest or any special interest exists, the Tenderer shall take into consideration the position and activities</p>

	<p>of its employees, subsidiaries, and all other entities directly or indirectly related to the implementation and securing of the services included in the scope of this Tender Document.</p> <p>B] For the duration of the Framework Agreement</p> <p>The Contractor and all its personnel shall avoid or prevent (and shall ensure that all subcontractors and any other persons directly or indirectly involved in the performance of the work of this Framework Agreement shall avoid or prevent) any conflicts of interest with the interests of the Contracting Authority and its affiliates, as well as any situation that may result in a conflict of interest in relation to the implementation and performance of the Framework Agreement. The Contractor shall inform the Contracting Authority immediately and disclose in writing any case of conflict of interest or any private interest that has arisen, will arise, or may arise from any transaction related to the activities of the Contracting Authority. The Contractor shall comply and shall procure that all of its personnel and all subcontractors shall comply, with any policies relating to the management of conflicts of interest notified by the Contracting Authority to the Contractor from time to time.</p> <p>The Contractor shall develop a well-considered Conflict of Interest Management Plan for acceptance by the Contracting Authority within one month of Framework Agreement award. Once accepted by the Contracting Authority, implementation of the Conflict of Interest Management Plan shall be enforced by the Contractor. As part of continuous improvement and from lessons learned, the Contractor shall review and update this plan as is necessary throughout the duration of the Framework Agreement.</p>
3.1.6	<p>TSO</p> <p>Participation in the TSO as consortium member is presumed to present an irreconcilable conflict of interest with the LTA scope. The same is presumed to hold true to parties directly affiliated with the potential technology suppliers, Westinghouse Electric Company and EDF, in the Dutch newbuild programme. A conflict of interest is not presumed with subcontractors of the TSO, provided they can substantiate how and why they can perform duties for both the TSO and LTA without conflict of interest.</p> <p>After having been awarded the LTA agreement, the Contractor will abstain from performing any work for the TSO as a subcontractor over the course of the LTA agreement period.</p>
3.1.7	<p>Confidentiality agreement</p> <p>The Contractor agrees to and shall sign a confidentiality agreement with the technology suppliers involved, EPZ and other external parties assisting or supporting EZK or NEO NL during the Framework Agreement period with the same confidentiality obligation or stricter as agreed upon within the Framework Agreement and its attachments.</p> <p>With respect to the information contained and referenced in the Tender Document all Tenderers agree to be bound by the same confidentiality provisions as defined in Article 11 of General Government Terms and Conditions for Public Service Contracts ARVODI 2025. For the avoidance of doubt, wherever Article 11 stipulates "Contractor" it is replaced with "Tenderer" and "Contract" with "Tender Document" and "Framework Agreement".</p>

3.1.8	<p>Behaviours and Ethics</p> <p>(a) The Tenderers, its employees, subsidiaries, subcontractors, and anyone involved in the implementation of services required under this Tender Document, shall adhere to all Applicable Laws regulating the behaviour and ethics and all other rules imposed on a Tenderer by virtue of its membership in any professional organization.</p> <p>(b) In all cases the Tenderer shall not obtain or attempt to obtain an undeserved advantage in any way, or to provide any gift or any benefit, whether material or moral, to obtain preferential treatment from the Contracting Authorities employees at any stage of the Tender process.</p>
3.1.9	<p>Collaboration</p> <p>The contractor undertakes to support the Contracting Authority and to work seamlessly and in close cooperation with all parties involved, in a collaboration characterised by mutual trust and cooperation, with a shared project objective in mind.</p>
3.1.10	<p>Screening</p> <p>Contractor staff Pre-employment screening - The Contractor shall be able to demonstrate to the Contracting Authority that adequate pre-employment screening measures have been undertaken on their employees/sub-contractors.</p> <p>The pre-employment screening process shall as a minimum be able to:</p> <ul style="list-style-type: none"> • authenticate that staff are who they claim to be; • confirm that staff have a right to work in the Netherlands; • obtain written declaration by staff of any criminal records; and • confirm that staff possess the relevant qualifications to undertake the duties effectively and safely (SQEP).
3.1.11	<p>'Certificate of no objection'</p> <p>Over the course of the Framework Agreement period, specific Core Team members or other staff of Contractor may require a 'certificate of no objection' (verklaring van geen bezwaar) as issued by the Dutch general intelligence agency (AIVD). Contractor will participate in this process in a co-operative fashion and shall avail to the authorities the required information of staff for the purposes for attaining said certificate. Should the staff member in question fail to attain the certificate, Contractor will offer a replacement staff member of similar competency and experience in accordance with article 4 ARVODI 2025.</p>
3.1.12	<p>Integrity Declaration</p> <p>The Contractor shall ensure that all personnel deployed sign the <i>Model Integrity Declaration for the Central Government (Annex 7a)</i> prior to commencing any activities. The Contracting Authority's designated contact person shall verify compliance with this requirement prior to the start of performance.</p>

3.2 Requirements relating to Contractor staff

Number	Description
3.2.1	<p>Core Team – Required Team Structure</p> <p>The Contractor shall make available a Core Team throughout the entire term of the Framework Agreement, consisting at least of the following roles:</p> <ul style="list-style-type: none"> • Project management adviser • Nuclear engineering adviser • Civil engineering & construction adviser • Commercial, contractual and procurement strategy adviser <p>These roles must be filled by SQEP.</p> <p>All members will be fluent in English (C1). At least one of the core team members will be fluent in Dutch (C1).</p>

	<p>The CVs submitted for award criterion 2 (5.3.2 Quality and merits of the proposed Core Team) must indicate which language(s) the staff member is proficient in to prove the linguistical aspect of this requirement.</p>
3.2.2	<p>Minimum Qualifications Core Team The Core Team members must at least meet the following requirements:</p> <p>Project management adviser</p> <ul style="list-style-type: none"> • At least 20 years of experience in managing complex industrial projects; • Of which, at least 5 years of experience in nuclear projects. <p>Nuclear engineering adviser</p> <ul style="list-style-type: none"> • At least 10 years of experience with Structure, Systems and Components (SSC) for Pressurized Water Reactor (PWR) plant designs. • Familiar with nuclear licensing aspects. <p>Civil engineering & construction adviser</p> <ul style="list-style-type: none"> • At least 10 years of experience dealing with complex civil construction projects and large-scale infrastructure and/or nuclear projects. • Experience should include various positions in either engineering department or construction site. <p>Commercial, contractual and procurement strategy adviser</p> <ul style="list-style-type: none"> • Experience on designing, advising or executing contracts for the construction & operation of at least one nuclear new build project. • At least 10 years of experience in advising commercial, contractual and procurement for large infrastructure and/or industrial projects. <p>The CVs submitted for award criterion 2 (5.3.2 Quality and merits of the proposed Core Team) must demonstrate that the Core Team meets the minimum qualifications stated in this requirement.</p>
3.2.3	<p>Support Team Contractor must have additional staff available for incidental support to the Core Team if engagement of additional expertise is evidently required to meet Contracting Authority tasks. This Support Team should cover, at least, the following fields/topics of expertise:</p> <ul style="list-style-type: none"> • LNPP procurement (BIS) • Nuclear & Non-nuclear facilities and SSCs Engineering (FEED, etc.) • Relevant LNPP facility and reactor design • Owner’s scope delivery • Schedule • Licensing and Permitting process, specific to the Dutch context • Fuel cycle • Environmental standards and compliance, specific to the Dutch context • Insurance • Integrated management system • Quality assurance • Stakeholder management <p>Support Team members will only be deployed through Request for further quotation.</p>

3.2.4	<p>Core Team – Physical Presence</p> <p>The Contractor shall ensure that the Core Team member who is fluent in Dutch (C1), as required under clause 3.2.1, is physically present at the Contracting Authority’s office in The Hague at least once every two (2) weeks.</p> <p>The remaining Core Team members are expected to perform the majority of their activities remotely. However, they shall be required to attend in person during key project phases, including but not limited to gate reviews and other critical milestones, as reasonably requested by the Contracting Authority.</p> <p>Additional physical presence beyond the minimum requirements set out above is permitted at all times. Any deviation from the minimum physical presence requirement shall be subject to prior agreement with the Contracting Authority.</p>
3.2.5	<p>Replacement of Core Team members</p> <p>A member of the Core Team will not be replaced before a substitution of equivalent knowledge and expertise is offered to and approved by the Contracting Authority.</p>

3.3 Requirements relating to way of working

Number	Description
3.3.1	<p><u>Performance requirement</u></p> <p>Plan of Approach</p> <p>Due to the dynamic character of the nuclear projects, based on political, technological and project factors, the following are aspects of the project that can vary over the course of the Framework Agreement period:</p> <ul style="list-style-type: none"> - Gate definition, number of the gate reviews and pace; - Online and live presence; - Degree of involvement of the LTA and advice given. <p>Considering the above, the Contractor is to submit a Plan of Approach regarding the way of working Framework Agreement discharge one (1) month after final award of the Framework Agreement. The Contractor will execute this plan of approach upon approval by the Contracting Authority and will amend it if The Contracting Authority withholds approval.</p> <p>The Plan of Approach must incorporate at least the following elements:</p> <p>1. Structure of collaboration</p> <ul style="list-style-type: none"> ▪ Contracting Authority will designate a Single Point of Contact (SPOC); ▪ The Contractor shall develop a well-considered Conflict of Interest Management Plan (see requirement 3.1.5); ▪ Feasible work hours and work locations of the Core Team. With due regard to requirement 3.2.4. ▪ The practical/daily collaboration within the Core Team; ▪ Replacement scheme in case of temporary absence for Core Team members; ▪ Coordination with Support Team staff for Further Agreements; ▪ An indication of the amount of experts per field of expertise that will be available within the Support Team. <p>2. Meeting Structure</p> <ul style="list-style-type: none"> ▪ Frequency and form of progress meetings and alignment meetings;

	<ul style="list-style-type: none"> ▪ Reporting on ongoing operations; ▪ At the request of Contracting Authority, any or all Core Team members must be physically present at a location designated by the Contracting Authority. To this effect, the Contracting Authority will notify Contractor at least two weeks in advance. <p>3. Method regarding Further Agreements (subtask 1 and 2)</p> <ul style="list-style-type: none"> ▪ The way in which Further Offers for Further Agreements will be prepared and submitted; ▪ Within 8 work days of receipt of a Request for a Further Quotation, Contractor is to offer a Further Offer. If Contractor is not able to do so, Contractor must issue a substantiated notification to Contracting Authority within two work days of receipt of the Request for Further invitation Quotation; ▪ Incorporate how the method regarding Further Agreements can accommodate cases of urgency; ▪ The way in which the selection and deployment of expertise is realised; ▪ The way in which Contractor coordinates internally in case of large scale Further Agreements and how and when Contractor escalates within their organization where necessary. <p>4. Method regarding request for General advice (subtask 3)</p> <ul style="list-style-type: none"> ▪ A way of working for the rendering of general advice provided by the Core Team which enables the Contracting Authority to keep track of associated monthly expenses. <p>5. Updating the Plan of Approach</p> <ul style="list-style-type: none"> ▪ The Plan of Approach is to be updated upon mutual agreement if the Framework Agreement discharge gives cause to do so.
3.3.2	<p>Point of contact</p> <p>Contractor is to designate a SPOC. Unless incidentally specified otherwise, all communications between Contracting Authority and Contractor shall be between this point of contact from the side of the Contractor, and a primary point of contact from the side of the Contracting Authority.</p> <p>The point of contact is expected to be available five days per week, from 9:00 to 17:00 (CET). Availability is understood to pertain to, at least, email and telephonic communication. The Core Team is to be expected to be able to react within 1 week (5 business days) to consultation requests; shorter or longer depending on the amount of work. The Contracting Authority expects to be able to make monthly plans for required availability; however ongoing works can require short-term consultations. The Contracting Authority expects the Contractor to adhere to monthly plans for availability.</p>
3.3.3	<p>Communication Core Team</p> <p>The Core Team will have regular online meetings via Microsoft Teams with the Contracting Authority, with the frequency following the intensity of the work, and any changes indicated by the Contracting Authority at least 1 month in advance. The Contracting Authority has the right to request physical presence of any or all Core Team members at a location designated by the Contracting Authority. The request for physical presence shall be given at least 2 (two) weeks in advance.</p>

3.4 Requirements relating to Formal Review procedure

Number	Description
3.4.1	Start Formal Assessment and Readiness Reviews Upon a written assignment to perform a Formal Assessment and Readiness Review (see 2.3.2), work must start within two weeks of the receipt of the written assignment.
3.4.2	Formal Assessment and Readiness Reviews deliverable The formal check deliverable must be usable for the issuing of a go/no-go ruling.

3.5 Requirements relating to interaction with contract manager

Number	Description
3.5.1	Yearly evaluation Contractor is to initiate yearly evaluations with a contract manager designated by Contracting Authority to evaluate Contractor's adherence to the requirements stated in this document and the quality of Contractor's output.
3.5.2	Documentation yearly evaluation For the yearly evaluation stated in requirement 3.5.1, Contractor is to supply Contracting Authority with documentation addressing the following points: <ul style="list-style-type: none"> • Total amount of Further Agreements and assignments for general advice. • Received complaints and their handling; • Proposals to improve the rendering of services for Contracting Authority. • Adherence to requirements regarding social return (3.11) • The conflict of interest management plan (see 3.1.5)
3.5.3	Conducting an evaluation An evaluation as described in requirement 3.5.1 can take place at the request of the Contracting Authority after an event or task deemed by Contracting Authority to be of special significance, either by virtue of contents or volume.

3.6 Requirements relating to Request for Further Quotation

Number	Description
3.6.1	Contact point The Contractor shall designate a single e-mail address or contact point for the receipt of all Request for Further Quotations. The proper functioning of this contact point shall be the responsibility of the Contractor.
3.6.2	Submission of Further Offers The Contractor shall submit a Further Offer in response to the Request for Further Quotations in accordance with this Framework Agreement and the applicable requirements set out therein.
3.6.3	Pricing compliance All hourly rates included in any Further Offer for Core Team members shall not exceed the corresponding hourly rates submitted by the Tenderer in Annex 2 (Core Team Pricing Sheet) of its Tender. Lower hourly rates are permitted. All hourly rates for the Support Team shall comply with the maximum rates set out in Section 3.7.6. Any Further Offer containing non-compliant rates shall not be considered.

3.6.4	<p>Commencement</p> <p>Following approval of a Further Offer, the Contractor shall be capable of commencing performance within two weeks, unless otherwise agreed in writing.</p>
3.6.5	<p>Submission deadline and costs</p> <p>The Contractor shall submit a Further Offer within eight (8) working days of receipt of a Request for Further Quotation.</p> <p>The Contracting Authority shall not be liable for any costs incurred by the Contractor in preparing and submitting a Further Offer.</p>

3.7 Requirements relating to the prices/rates

Number	Description
3.7.1	The Tenderer will provide an overview of the prices and rates applicable to this Framework Agreement by completing the Annex 2 (Core Team Pricing Sheet).
3.7.2	The price/rates should be all-inclusive, yet excluding VAT. At the least, they should include all the following: salary costs or other compensation, costs for support work, equipment usage, BYOD costs, intelligence agency screening costs, VOG (certificate of conduct), parking fees, training costs, replacements, premiums, burdens, profit margins, reports, management fees, evidence costs, insurance costs, invoicing costs, as well as any agency margin or surcharge related to the Framework Agreement execution.
3.7.3	<p>The agreed rates are fixed at least until January 1, 2028.</p> <p>Requests for indexation can be submitted only once a year, exclusively in the month of October. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address contractmanagement@RVO.nl.</p> <p>Prices and rates may be adjusted in line with the price index published by Statistics Netherlands (Centraal Bureau for de Statistiek) for hourly rates of pay, including special remuneration established under collective labour agreements, in the business services sector. For this purpose, the figure for the preceding month will be used, with the index for the starting date of the Agreement being set at 100%.</p> <p>The Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority concert. The request will contain the old prices/rates versus the new prices and rates.</p> <p>Following receipt of the request, the Contracting Authority will send a confirmation to the Contractor if the request is granted.</p> <p>The rates of Further Agreements already provided based on the Framework Agreement are not indexed excluding the rates of the Core Team .</p>
3.7.4	The Tenderer will not submit any zero or negative prices/rates.
3.7.5	<p>Core Team – maximum and minimum hourly rates</p> <p>No (all-inclusive) hourly rate of any Core Team member shall exceed the ranges set out below per function, excluding VAT:</p>

	Function	Minimum hourly rate	Maximum hourly rate										
	Project Management Adviser	€151	€350										
	Nuclear Engineering Adviser	€138	€320										
	Civil Engineering & Construction Adviser	€108	€250										
	Commercial, Contractual & Procurement Strategy Adviser	€108	€250										
	<p>If a Tenderer specifies an hourly rate exceeding the applicable maximum rate or below the applicable minimum rate (excluding VAT), the Tender shall be rejected and excluded from further evaluation.</p> <p>The Contractor shall not submit hourly rates in any Further Offer that exceed the corresponding rates set out in Annex 2 (Core Team Pricing Sheet) of its Tender. Any Further Offer containing such higher rates shall not be considered.</p>												
3.7.6	<p>Support Team – maximum hourly rates The following maximum hourly rates apply:</p> <table border="1"> <thead> <tr> <th>Level</th> <th>Maximum hourly rate</th> </tr> </thead> <tbody> <tr> <td>Junior (-5 years of experience)</td> <td>€100</td> </tr> <tr> <td>Medior (5-15 years of experience)</td> <td>€175</td> </tr> <tr> <td>Senior (15+ years of experience)</td> <td>€250</td> </tr> <tr> <td>Subject matter expert (25+ years of experience)</td> <td>€350</td> </tr> </tbody> </table> <p>Support Team rates will not be evaluated in the award process. Further offers with higher hourly rates will not be considered.</p>			Level	Maximum hourly rate	Junior (-5 years of experience)	€100	Medior (5-15 years of experience)	€175	Senior (15+ years of experience)	€250	Subject matter expert (25+ years of experience)	€350
Level	Maximum hourly rate												
Junior (-5 years of experience)	€100												
Medior (5-15 years of experience)	€175												
Senior (15+ years of experience)	€250												
Subject matter expert (25+ years of experience)	€350												

3.8 Tax-related requirements

Number	Description
3.8.1	The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (<i>Belastingdienst</i>) or other tax authorities.
3.8.2	The Contractor will submit the prices according to the following structure: <ul style="list-style-type: none"> 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.
3.8.3	If the Contractor 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.
3.8.4	Contractor is liable for any extra costs for Dutch and/or foreign VAT due if Contractor incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, Contractor is liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.8.5	Contractor guarantees that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
3.8.6	If Contractor believes that their work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then Contractor agrees to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by Contractor in the Further Offer, Contractor will provide this statement in English. If the statement from the foreign tax authorities is not in English, then Contractor agrees to provide a sworn translation of this statement, the costs of which will be borne by Contractor.

3.9 Invoicing requirements

Number	Description
3.9.1	For Further Agreements, invoicing shall take place in this manner as described in the Request for Further Quotation.
3.9.2	For the Further Agreement regarding the deployment of the Core Team specifically: The Contractor must enclose with the invoice a summary of the hours actually incurred by the members of the Core Team in accordance with the agreed hourly rates. Additional to the summary, the approved time sheets must be provided. The statement showing the hours actually performed must be approved by the Contracting Authority.
3.9.3	<p>For companies established in the Netherlands only <u>E-invoicing</u> The general terms and conditions that apply to this Framework Agreement contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:</p> <ul style="list-style-type: none"> • The invoicing portal of the Dutch government • E-invoicing with your own (accounting) software package through Peppol • E-invoicing through a service provider. <p>For companies not established in the Netherlands. The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands. You must send the invoices in PDF to pdfacturen@minezk.nl.</p>

3.10 Environmental requirements

Number	Description
3.10.1	Correspondence and products (reports, letters, reports, etc.) within the scope of the Framework Agreement, Contractor will deliver them digitally as much as possible, unless explicitly stated otherwise by the Contracting Authority.
3.10.2	The Contractor shall take measures that reduce the environmental impact (energy consumption, CO2 emissions, NOx, particulates, noise pollution) of transport directly related to the performance of the Agreement for the Contracting Authority.

3.11 Requirements relating to social return

Number	Description
3.11.1	<p>Social goals are no longer a side issue in the tendering process but are becoming an essential part of the process. This is apparent in the government's procurement strategy 'inkopen met impact'⁸ ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025⁹. The Further Agreements to be concluded as result of this tender, therefore provide the possibility for the Contracting Authority, together with Contractors, to stimulate social developments that contribute to the realization of policy goals or social effects that the Dutch government considers important. Contractors are expected to contribute to these goals. This is possible through so-called social return pilot projects. Proposals for social return pilot projects can only be submitted on request and after initiation by the Contracting Authority. The pilot projects can only be carried out in coordination with and after acceptance of proposals by the Contracting Authority.</p> <p><i>Social return pilot projects</i></p> <p>The aim of the social return pilot projects is to realize social goals. This can be done by additionally employing people with a distance to the labor market and/or improving their prospects for work and income. The pilot projects give the Contractor room for customization, experimenting with form-free interpretation and/or serving a broad selection of social objectives. They can be directly or indirectly related to the assignment(s) in the Further Agreements. Think, for example, of training and supervising people from specific target groups. In order to help them in their personal development and to help them gain a better perspective on a suitable job. After the award of the Framework Agreement, within one (1) month, the Contractor shall submit a proposal (project plan) for a social return pilot project, to the following email address contractmanagement@RVO.nl. The Contracting Authority can provide ideas or possibilities for the project that match the objectives and needs. In your proposal, you describe which target group(s) you want to help, how you want to achieve social impact, what impact you are aiming for and what is needed to achieve this. If desired, you can coordinate this with the Contracting Authority and/or other parties. Your proposal for a social return pilot project will become part of the Framework Agreement after acceptance by the Contracting Authority. The project will be monitored and evaluated afterwards.</p> <p>More information about the social return pilot projects can be found at http://www.maatwerkvoormensen.nl (in Dutch only).</p> <p><i>Specific requirements for the social return pilot projects</i></p> <p>The Contractor has room to translate its own ambitions/ideas for delivering social impact into a concrete proposal for a pilot project. This proposal is in line with the possibilities and wishes of the Contracting Authority and offers the Contractor the opportunity to realize these ambitions. The goal for the (additional) social impact to be achieved with this project is concrete, ambitious, yet achievable and realistic. The proposal for a social return pilot project will become part of the Framework Agreement after coordination</p>

⁸ <https://www.rijksoverheid.nl/documenten/kamerstukken/2019/10/28/kamerbrief-over-inkoopstrategie-rijksoverheid>

⁹ <https://www.rijksoverheid.nl/documenten/kamerstukken/2021/01/22/kamerbrief-nationaal-plan-maatschappelijk-verantwoord-inkopen-2021-2025>

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

4.1 Introduction

In this section you can find the requirements set by the Contracting Authority to determine whether particular Tenderers are suitable to be awarded the 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.

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

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

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

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

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

The evidence consists of:

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

Please refer to [eCertis](#)

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

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

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 Contracting Authority.

By signing the Annex 1 '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 Framework Agreement period that may have a similar compromising effect.
- c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Framework Agreement being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

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

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

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

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

4.3.2 Reference data (technical qualifications)

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

Competency 1: Project management experience	Experience with project management for at least 1 LNPP new-build project as Vendor, LTA, TSO, Owner's Engineer or equivalent.
Competency 2: Reactor design experience	Experience with current reactor designs (For example: EPR or AP1000) and their global track records as Constructor, LTA, TSO, Owner's Engineer or equivalent.

Competency 3: Nuclear safety experience	Experience with IAEA safety requirements, EUR, WENRA guidelines, and integration with national frameworks.
Competency 4: Civil engineering experience	Experience in comprehensive site characterization programs, civil engineering and structural design and management, for major infrastructure, energy or nuclear projects with a total budget over €500 million. <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i>
Competency 5: Strategic stakeholder management	Experience with strategic stakeholder management for large infrastructure and/or industrial projects in the Netherlands with a total budget over €500 million. <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i>
Competency 6: Commercial, contractual and procurement strategy experience 1	Experience in defining and delivering procurement advice and implementing this in strategies, tender and agreement and financing documents for major infrastructure, industrial, energy or nuclear projects with a total budget over €500 million. <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i>
Competency 7: Commercial, contractual and procurement strategy experience 2	Experience with evaluating technology options against criteria like CAPEX/OPEX, contractual incentives and obligations, licensing feasibility, safety performance, vendor support models for major energy or nuclear projects with a total budget over €500 million. <i>This is a project where the total value exceeds 500 million. Tenderer should have experience in such large projects e.g. as a co-contractor or sub-contractor.</i>

By signing the European Single Procurement Document, the Tenderer declares that he has demonstrable experience in each of the core competences listed above. To demonstrate this, the Tenderer shall submit **one** reference assignment per core competence, each of which meets the following minimum requirements:

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

The total value of the reference assignment(s) must be at least 6 (six) million Euro. This reference assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document.

In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

For the avoidance of doubt, a single reference assignment may be used to demonstrate multiple competencies; however, the turnover of that assignment shall only be counted once. The total value requirement of EUR 6 (six) million must be met by the combined turnover of unique reference assignments.

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 Framework Agreement and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment **must also complete a European Single Procurement Document (ESPD)**.

Evidence (submit together with the Tender).

You must provide one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences. You will use Annex 4 for this purpose.

Please note that the reference should be submitted directly with the Tender. However, to limit the Tenderer's burden, the reference does not have to be signed by the referent (the client) at their submission. The Contracting Authority only requires reference signing from the winner of this Tender. All fields in Annex 4 must be completed, including contact details. The reference does not need to be signed at this stage.

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

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

4.3.3 Quality assurance (technical qualifications)

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

- That he has a quality-assurance system that is at least equivalent to a certified quality-assurance system. By 'equivalent', we mean the following:
 - Quality assurance is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department (e.g. by means of a quality handbook). This department also bears responsibility for the correct design, execution and management of this quality policy.
 - Presence and company-wide implementation of relevant procedures relating to service provision/end products and management of resources and documents, within which continual improvement is an important point of attention.
 - Operation of an internal quality cycle, including the measurement, analysis and improvement of quality levels.
 - Performance of a periodic, independent audit by an expert concerning compliance with the quality procedures.
 - Customer-oriented processes: a system is in place to ensure (from the customer's perspective) that there is a clear picture of the customer's needs and that these needs are implemented into your business processes.

Or:

- That the Tenderer possesses a validly certified quality-assurance system, the certificate for which was drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration between organisations, see Section 7: 'Tenders involving collaborations with other organisations'.

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

Compliance with these quality-control requirements can be demonstrated by means of:

- A description (max. two A4 sides, double-sided) of the quality-assurance system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-assurance system. The subsection 'Quality Assurance' explains what is meant by the term 'equivalent'. Your description must address all the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

- Provision of the latest audit report or a copy of a certificate or certificates for the quality-assurance system that was/were drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration (consortium), then every member of this collaboration, must provide the quality-assurance evidence requested for the purposes of the Tender.

4.4 Professional/trade register extract

The Contracting Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Contracting Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Contracting Authority can also ask the Tenderer who is awarded the Framework Agreement to demonstrate the legal validity of the signature.

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This tender uses the 'weighted price per point' method to determine the winner. The Tenderer with the lowest weighted price per point has submitted the best price-quality ratio and will be awarded the Framework Agreement. For this assignment, a weight of 0.7 is assigned to quality and 0.3 to price. The following formula is used to calculate the price per point:

$$\frac{\text{Submitted price}^a}{\text{Quality Score}^{(1-a)}} \times 1000 = \text{weighted price per point}$$

Where: a = the weight assigned to the price criterion (in this case, 0.3)

The tender sum is the total price submitted by you (Annex 2), and the quality score is the total number of points you achieved for the qualitative award criteria, as explained in section 5.3. Only the resulting 'weighted price per point' is rounded to two (2) decimal places.

Example:

The table below shows an example of how the formula works. In this example, three (3) tenders were received and a total of 1,000 points could be scored on the qualitative award criteria.

	Submission A	Submission B	Submission C
Submitted Price	€ 1.150,-	€ 1.080,-	€ 1.100,-
Quality Score	700 points	500 points	650 points
Weighted price per point	$1.150^{0,3}/700^{0,7} \times 1000$ = 84,46	$1.080^{0,3}/500^{0,7} \times 1000$ = 104,89	$1.100^{0,3}/650^{0,7} \times 1000$ = 87,78
Ranking	1	3	2

Because Tenderer A submitted the lowest weighted price per point (specifically 84,46), this Tenderer is the winner of the tender process.

5.2 Award criteria relating to prices/rates

Price is not a standalone award criterion in this tender, but a component of the formula used to determine the winner.

Information to be submitted:

1. The Tenderer must include a fully completed Annex 2 – Core Team Pricing Sheet with the Tender.
2. An hourly rate must be provided for each Core Team role (only in the yellow fields of the Annex).
3. The minimum and maximum hourly rates per Core Team member excluding VAT are:
 - Project management adviser: min: € 151,-/hour max: €350,-/hour
 - Nuclear engineering adviser: min: € 138,-/hour max: €320,-/hour
 - Civil engineering and construction adviser: min: € 108,-/hour max: €250,-/hour
 - Commercial, contractual and procurement strategy adviser: min: € 108,-/hour max: €250/hour

If a Tenderer specifies an hourly rate higher than the maximum rate excluding VAT or lower than the minimum rate excluding VAT, the Tender will be disqualified and excluded from further evaluation (see requirement 3.7.5).

4. Hourly rates are all-inclusive and cover all costs such as: salaries, overhead, support staff, travel and accommodation, training, insurance, reporting, management costs, premiums, replacements, equipment, and other costs related to the execution of the Framework Agreement.
5. Hourly rates are binding for the duration of the Framework Agreement, except for any indexation as described in requirement 3.7.3.

When filling in the hourly rates for the Core Team members in Annex 2 – Core Team Pricing Sheet - both excluding and including VAT, the Tenderer must comply with the requirements set out in Chapter 3 regarding this matter.

The calculation is based on the total hourly rate for the services of the entire Core Team, excluding VAT.

5.3 Quality criteria

The award criteria are listed below. It is important that the Tender aligns as closely as possible with these criteria.

In the Tender, the Tenderer must provide a substantiated explanation of the extent to which the requirements can be met.

A maximum of 1000 points can be obtained for your response to the award criteria. This total amount is portioned as follows:

Nr.	Award Criteria	Max. Points
1	Method Statement	200 points
2	Quality and merits of the proposed Core Team	500 points
3	Availability of the Support Team capacity	300 points
Total		1000 points

Below, each award criterion is explained in further detail, including the evaluation criteria.

5.3.1 Award criterion 1: Method Statement

Max. no. of points available	Assessment aspects
200	<p>The following is a hypothetical case for which the assistance of the LTA would be required, based on the general course of development of a nuclear project and IAEA documentation, and that might occur in the newbuild project in The Netherlands. First, a context of a hypothetical situation given, followed by a description of the case/method statement.</p> <p>Context</p> <p>When a site for the new LNPPs has been selected, the site needs to be prepared before the selected technology vendor and contractor can start construction for the nuclear power plant. This phase of early works is overseen by the owner/operator, NEO NL, and could include, amongst others, activities related to civil works such as designing, engineering and constructing, permitting, stakeholder management, safety and security. Examples include obtaining the required nuclear permits and licenses, removing any existing structures, and any necessary preparations of the soil. During these works the owner/operator makes substantial financial commitments. Also, it must effectively manage interfaces with the sponsor, owner and financier (in this case the Contracting Authority) as well as the vendor. Due to the large impact of these activities, the owner/operator can only start with this phase with the explicit permission of the Contracting Authority. To obtain this permission, the readiness of the owner/operator to successfully take up these new responsibilities might be assessed.</p>

	<p>Description case</p> <p>The help of the LTA is invoked by the Contracting Authority to make an in-depth assessment of the owner/operator readiness, thus informing on the go/no-go decision.</p> <p>To show a deep understanding of large civil infrastructure project, nuclear newbuild, the Dutch environmental and regulatory context, and other relevant factors, please propose a methodology and a process to make a well-informed go/no-go assessment, as well as providing timely advice on how to specifically mitigate possible arising issues that might delay the permission decision and overall project progress. Please include in this methodology:</p> <ul style="list-style-type: none"> • Implementation of the way of working of the bidder on this particular method statement, including governance structure. • The expected role of the Contracting Authority. • The interface management between several actors and areas of expertise (such as contracting, legal, stakeholder, process, etc). <p>The case above must be presented in a maximum of 4 A4 pages, in easy-to-read font and size, such as Verdana 9 pt. If the page limit is exceeded, the extra content will not be considered for scoring and will be disregarded as part of the Tender.</p> <p>Evaluation Criteria</p> <p>The evaluation team will assess the Method Statement based on the following criteria:</p> <p>1. The extent to which the Tenderer demonstrates a clear understanding of the purpose of the Framework Agreement, and the extent to which the proposed working methods and resources make a credible and convincing contribution to achieving that purpose <u>(max. 40% of the points)</u></p> <p>The final score for this evaluation criterion is determined based on a combined assessment of these sub-criteria.</p> <p>2. The extent to which the Tenderer identifies realistic risks and proposes appropriate measures to prevent or mitigate those risks <u>(max. 30% of the points)</u></p> <p>3. The extent to which the Tenderer demonstrates knowledge transfer to the Contracting Authority throughout the project, see subsection 2.3.3 <u>(max. 30% of the points)</u></p>
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5.3.2 Award criterion 2: Quality and merits of the proposed Core Team

Max. no. of points available	Assessment aspects
500	<p>The purpose of this award criterion is to assess the extent to which the proposed Core Team possesses the knowledge, experience, seniority, and cohesion required to execute the assignment effectively, comprehensively, and with high quality.</p> <p>The Tenderer must submit:</p> <ul style="list-style-type: none"> • Curricula Vitae (CVs) A CV for each Core Team member, with a maximum length of 2 A4 pages per person. • Core Team description

	<p>A description (maximum 2 A4 pages in total) covering:</p> <ul style="list-style-type: none"> ○ The distribution of roles within the Core Team ○ The collaboration between team members ○ The role and position of the SPOC <p>All documents must be presented in an easy-to-read font and size, such as Verdana 9 pt.</p> <p>CVs must be included in the main submission and may not be added as appendices to circumvent the page limits.</p> <p>If the maximum number of pages is exceeded:</p> <ul style="list-style-type: none"> • For CVs: only the first 2 pages per Core Team member will be assessed • For the Core Team description: only the first 2 pages will be assessed <p>Any excess content will not be considered for scoring and will be regarded as not part of the Tender.</p> <p>Evaluation criteria</p> <p>The evaluation team will assess the Method Statement based on the following criteria:</p> <p>1. Relevance and quality of experience of the Core Team that exceeding minimal requirements, see requirement 3.2.2 (40% of the points)</p> <p><i>Sub-criteria:</i></p> <ul style="list-style-type: none"> • Experience with NNB construction projects or installations • Advising on complex infrastructure projects • Project gate reviews, permitting processes, or owner’s engineer roles <p>The final score for this evaluation criterion is determined on the basis of a combined assessment of these sub-criteria.</p> <p>2. Cohesion and complementarity of the Core Team (35% of the points)</p> <p><i>Sub-criteria:</i></p> <ul style="list-style-type: none"> • Logical and effective team structure • Complementarity of areas of expertise • Clear and effective division of roles • Capacity for providing integrated advice <p>The final score for this evaluation criterion is determined on the basis of a combined assessment of these sub-criteria.</p> <p>3. Suitability and seniority of contact person (25% of the points)</p> <p>The SPOC must be clearly identified in the Tender.</p> <p><i>Sub-criteria:</i></p> <ul style="list-style-type: none"> • Experience coordinating similar assignments • Availability as a SPOC • Experience with complex stakeholder environments <p>The final score for this evaluation criterion is determined on the basis of a combined assessment of these sub-criteria.</p>
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5.3.3 Award criterion 3: Availability of the Support Team capacity

Max. no. of points available	Assessment aspects
300	<p>The purpose of this award criterion is to evaluate the extent to which the Tenderer possesses a sufficiently broad and adequately available support team capacity to meet additional qualitative or quantitative capacity needs in Further Agreements set out under this Framework Agreement.</p> <p>The assessment focuses on organisational capacity and access to expertise, and not on the deployment of specific individuals.</p> <p>The Tenderer must provide a concise description of:</p> <ul style="list-style-type: none"> • Available areas of expertise within the organisation for Further Offers (e.g. procurement, schedule, Integrated Management System, licensing, quality assurance). • Flexibility and responsiveness: how quickly and effectively experts can be deployed for Further Offers. <p>Note: Submitting CVs of Support Team members is not required at this stage.</p> <p>The above must be presented in a maximum of 2A4 pages, in easy-to-read font and size, such as Verdana 9 pt. If the maximum number of pages is exceeded, the excess content will not be considered for scoring and will be regarded as not part of the Tender.</p> <p>Evaluation criteria</p> <p>The evaluation team will assess the Method Statement based on the following criteria:</p> <ol style="list-style-type: none"> 1. Variety and relevance of available expertise (<u>60% of the points</u>) <p><i>Sub-criteria:</i></p> <ul style="list-style-type: none"> • The extent to which the Tenderer demonstrably possesses access to relevant expertise in the requested areas described in Section 3.2.3 <p>The final score for this evaluation criterion is determined on the basis of a combined assessment of these sub-criteria.</p> <ol style="list-style-type: none"> 2. Flexibility and availability of experts (<u>40% of the points</u>) <p><i>Sub-criteria:</i></p> <ul style="list-style-type: none"> • Degree of flexibility: how quickly can experts be deployed upon a Further Offer? • Clarity regarding responsibility for availability and deployment. • Ability to handle multiple assignments simultaneously. • Availability of alternatives within the organisation (e.g., in case of illness, vacation, or peak workload). <p>The final score for this evaluation criterion is determined on the basis of a combined assessment of these sub-criteria.</p>

5.4 Assessment method for qualitative award criteria

The assessment of the qualitative award criteria is carried out at two stages:

1. Per evaluation criterion (subcriterion within each award criterion)
2. Per award criterion (overall score for the award criterion as a whole)

Each evaluation criterion is assessed using a qualitative scale. The qualitative assessment is then converted into a score (% of maximum points for that evaluation criterion).

The weighted scores of the evaluation criteria are combined to calculate a total score per award criterion.

5.4.1 Assessment scale per evaluation criterion

Each evaluation criterion within **award criterion 1** is scored according to the following scale:

Quality	Description	% of maximum points for this evaluation criterion
Excellent	The response is exceptionally clear, coherent, and convincing. It demonstrates deep understanding of the topic and methodology, showing creativity and insight that adds substantial value. Comparable to a score of approximately 9 or higher out of 10.	100%
Good	The response is clear, coherent, and convincing. It demonstrates understanding of the topic and methodology, with some aspects adding extra value. Comparable to a score of approximately 8 out of 10.	75%
Very Satisfactory	The response adequately addresses the topic and methodology, covering the essential aspects in a clear, coherent and convincing way. Some additional qualities may be present. Comparable to a score of approximately 7 out of 10.	40%
Satisfactory	The response meets the minimum expectations for clarity and coherence regarding this evaluation criterion. Essential aspects are addressed at a basic level. Comparable to a score of approximately 6 out of 10.	20%
Unsatisfactory	The response does not, or does not fully, meet the expectations. The response is unclear, incomplete, and/or unconvincing. Confidence in achieving the objectives for this evaluation criterion is low. Comparable to a score of approximately 5 or lower out of 10.	0%

Note: These percentages are applied to the maximum points available for each evaluation criterion.

Each evaluation criterion within **award criterion 2** is scored according to the following scale:

Quality	Description	% of maximum points for this evaluation criterion
Excellent	The response demonstrates exceptional expertise, experience, and cohesion for this evaluation criterion. It is highly convincing, coherent, and provides clear added value regarding the Core Team. Comparable to a score of approximately 9 or higher out of 10.	100%
Highly Adequate	The response demonstrates strong expertise, experience, and cohesion for this evaluation criterion. It is clear and	75%

	convincing, exceeding minimum expectations and providing some added value. Comparable to a score of approximately 8 out of 10.	
More Than Adequate	The response meets the minimum expectations for this evaluation criterion. Expertise, experience, and cohesion are addressed adequately, with some additional relevant qualities. Comparable to a score of approximately 7 out of 10.	40%
Adequate	The response meets the minimum expectations for this evaluation criterion. All essential aspects are addressed at a basic level. Comparable to a score of approximately 6 out of 10.	20%
Insufficient	The response does not adequately demonstrate the necessary expertise, experience, or cohesion for this evaluation criterion. Confidence in achieving the objectives is low. Comparable to a score of approximately 5 or lower out of 10.	0%

Note: These percentages are applied to the maximum points available for each evaluation criterion.

Each evaluation criterion within **award criterion 3** is scored according to the following scale:

Quality	Description	% of maximum points for this evaluation criterion
Excellent	The response demonstrates exceptional availability of relevant expertise and/or flexibility and availability of support team capacity for this evaluation criterion. It is clear, coherent, convincing, and provides substantial added value. Comparable to a score of approximately 9 or higher out of 10.	100%
Highly Adequate	The response demonstrates availability of relevant expertise and/or flexibility and availability of support team capacity for this evaluation criterion. It is clear and convincing, exceeding minimum expectations and providing some added value. Comparable to a score of approximately 8 out of 10.	75%
More Than Adequate	The response adequately addresses the availability of relevant expertise and/or flexibility and availability of support team capacity for this evaluation criterion. Some additional relevant qualities may be present. Comparable to a score of approximately 7 out of 10.	40%
Adequate	The response meets the minimum expectations for this evaluation criterion. Essential aspects are addressed at a basic level. Comparable to a score of approximately 6 out of 10.	20%
Insufficient	The response does not adequately demonstrate the necessary availability of relevant expertise and/or flexibility and availability of support team capacity for this evaluation criterion. Confidence in achieving the objectives is low. Comparable to a score of approximately 5 or lower out of 10.	0%

Note: These percentages are applied to the maximum points available for each evaluation criterion.

5.4.2 Calculation of total score per award criterion

1. Multiply the score of each evaluation criterion by its relative weighting within the award criterion.
2. Sum the weighted scores to obtain the total score for the award criterion.

Example: If an award criterion has 3 evaluation criteria with weights 40%, 30%, 30%, the weighted total is:

$Total\ score = (score1 \times 0.4) + (score2 \times 0.3) + (score3 \times 0.3)$
--

Example calculation:

If a Tenderer scores a 'Excellent' on evaluation criterion 1 of award criterion 1, the calculation for the number of points is as follows:

$200 (=maximum\ points\ for\ award\ criterion\ 1) * 0.4 (=weighting\ for\ evaluation\ criterion\ 1) * 1,00 (100\%\ percentage\ for\ a\ 'Excellent'\ score) = 80,00\ points\ for\ evaluation\ criterion\ 1.$

If a Tenderer scores a 'Good' on evaluation criterion 2 of award criterion 1, the calculation for the number of points is as follows:

$200 (=maximum\ points\ for\ award\ criterion\ 1) * 0.3 (=weighting\ for\ evaluation\ criterion\ 2) * 0,75 (75\%\ percentage\ for\ a\ 'Good'\ score) = 45,00\ points\ for\ evaluation\ criterion\ 2.$

If a Tenderer scores a 'Insufficient' on evaluation criterion 3 of award criterion 1, the calculation for the number of points is as follows:

$200 (=maximum\ points\ for\ award\ criterion\ 1) * 0.3 (=weighting\ for\ evaluation\ criterion\ 3) * 0,00 (0\%\ percentage\ for\ a\ 'Insufficient'\ score) = 0,00\ points\ for\ evaluation\ criterion\ 3.$

Total score award criterion 1: $80,00 + 45,00 + 0,00 = 125,00\ points$

5.4.3 Minimum threshold and knock-out

To ensure that Tenders meet the minimum quality standard:

- Each award criterion had a minimum total score that must be achieved:

Award criterion	Maximum points	Minimum total points required
Method Statement	200	40 (20%)
Quality and Merits of the Core Team	500	100 (20%)
Organisation and Support Team Capacity	300	60 (20%)

If the total score of an award criterion falls below the minimum threshold, the Tender will be excluded from further participation.

A low score on an individual evaluation criterion does not automatically lead to exclusion, as long as the weighted total of the award criterion meets or exceeds the minimum threshold.

5.4.4 Summary of approach

1. Score each evaluation criterion using the assessment scale.
2. Apply the weighting of each evaluation criterion within its award criterion.
3. Sum the weighted scores to obtain the total score per award criterion.
4. Check total score against the minimum threshold:
 - \geq minimum → passes the award criterion
 - $<$ minimum → tender is excluded (knock-out)

This ensures:

- Evaluation criteria can score low without automatically disqualifying the Tender
- The minimum quality standard is clearly enforced at the award criterion level
- Price and quality are consistently combined in the weighted price-per-point calculation

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Contracting Authority;
3. no provisos 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 set out in 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 individually assessed by an evaluation team of three to five policy experts, followed by a consensus meeting to come to a final assessment, according to the award criteria stipulated in Chapter 5.

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

This tender uses the 'weighted price per point' method to determine the winner. The Tenderer with the lowest price per point has submitted the best price-quality ratio and will be awarded the Framework Agreement.

If the Tenderer does not score at least 20% of the maximum available points for award criteria 1, 2 and 3, the tender will be excluded.

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 is the Tender that achieves the lowest price per point based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to two decimals place. If two or more Tenderers have an equal definitive total score that would result in the Contracting Authority having to award the Framework Agreement to more parties than is desired, then the Contracting Authority will award the Framework Agreement to the Tenderer with the highest final score for the sub-criterion 5.3.2 of award criterion 2: Quality and merits of the proposed Core Team. In the event that the highest scoring Tenderers also achieve an equal score for this sub-criterion, then determination of the Tenderer to which the Framework Agreement will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document (see chapter 4).

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Contracting Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Contracting Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process.

In such a case, the Contracting Authority will inform every Tenderer of this situation.

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

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum(s) of Information and declares that he will continue to comply therewith throughout the entirety of the Framework Agreement 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

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 and on Tender European Daily (TED).

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

7.3.1 Communication

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

Once 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 Contracting 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):

Suzanne van der Ploeg and Marloes Benedictus, iuc.accountkkg@rvo.nl with a CC to suzanne.vanderploeg3@rvo.nl and marloes.benedictus@rvo.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](mailto: servicedesk@tenderned.nl). You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Contracting 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 Subsection 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Contracting Authority

Questions are to be asked via TenderNed (please use Annex 6 Questions and comments form or 'Questions and Answers' facility in TenderNed). See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#). 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 Contracting Authority will decide whether or not to process your question individually.

Answers from the Contracting Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

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

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and

employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

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

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

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

[Suppliers guide Information Security and Privacy EZK](#)

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Contracting Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' Annex 5.

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (section 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 Contracting 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 Contracting Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Contracting Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event 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 Contracting Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Contracting Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2 Core Team Pricing Sheet	Prices/rates included in the Tender <i>Be aware of maximum and minimum hourly rates. The maximum and minimum hourly rates are listed in Subsection 3.7.5.**</i>	Add to TenderNed
Annex 8	Statement: EU Regulation 2022/576 of 8 April 2022	Legally sign and add to TenderNed
Annex 4: References	Technical Tender Returnables	Add to TenderNed
Award criteria	Tender, including a general response to the Contracting Authority's award criteria. <i>Please note the maximum number of pages. The maximum number of pages is listed under the award criteria in chapter 5.***</i> <i>Award criterion 1, award criterion 2 and award criterion 3 must score at least 20% of the maximum number of point available (knockout criterion) to be considered for award.****</i>	Add to TenderNed
Invoicing	In order to process the invoice, please include the following details in your Tender: - Name and Adress details; - Chamber of Commerce number; - Place of business according to Chamber of Commerce; - IBAN.	Add to TenderNed

* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

** If a Tenderer specifies an hourly rate exceeding the applicable maximum rate or below the applicable minimum rate (excluding VAT), the Tender shall be rejected and excluded from further evaluation.

*** If the maximum number of pages is exceeded, the excess is not eligible for scoring.

**** If the Tenderer does not score at least 20% of the maximum available points for award criteria 1, 2 and 3, the tender will be excluded.

7.3.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

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

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

3 ways to sign the ESPD:

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.

7.3.17 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 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.

Single Tender

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

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

7.3.18 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 Framework Agreement to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Contracting Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Contracting Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

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

7.3.19 Communication and language

During the tendering process, communication with the Contracting Authority must be conducted in Dutch OR English.

The Tender must be submitted in English.

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

During the fulfilment of the Framework Agreement, verbal communication must be conducted in English or Dutch, provided all involved in the communication are adequately fluent in Dutch.

7.3.20 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 Framework Agreement.

7.3.21 Framework Agreement conditions

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

7.3.22 Integrity Code

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

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

7.3.23 Digital Working at Central Government

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

7.3.24 Explanation and verification of the Tender

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

7.3.25 Request for supplementary information concerning the Tender

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

7.3.26 Announcement of the award of the Framework Agreement

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

Standstill period

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

On the grounds of Section 2.129 of the Public Procurement Act the award of the Framework Agreement does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Framework Agreement, the Contracting Authority is not permitted to definitively award the assignment by concluding the Framework Agreement.

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

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

Interest in relation to the judgement

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

7.4 Further Agreements within the Contract

For the provision of general advisory services by the Core Team, a provisional Further Agreement shall be concluded directly upon commencement of the Framework Agreement. This Further Agreement shall govern the initial engagement of the Core Team and shall apply for a period of three (3) months, up to a maximum of 1,000 manhours.

All other services under this Framework Agreement shall be commissioned through the Request for Further Quotation procedure as described below:

- The Contracting Authority shall issue a Request for Further Quotation to the Contractor specifying the scope of the services required under a Further Agreement.
- The Contractor shall submit a Further Offer within eight (8) working days of receipt of the Request for Further Quotation.
- No work under this Framework Agreement shall commence unless said work is covered by a written Further Agreement concluded between the Parties.
- The Contracting Authority shall assess the Further Offer and may request clarification, additional information, or engage in discussions with the Contractor for evaluation purposes and alignment on scope, approach, and pricing.
- Further Offers may be structured on either a fixed price or a time and materials basis.
 - Where a fixed price arrangement is used, the Contractor shall provide a total price based on its estimation of the required level of effort and the applicable contractual rates.
 - Where a time and materials arrangement is used, the Contractor shall provide an estimate of the required hours per role or activity. Remuneration shall be based on actual hours incurred and verified by the Contracting Authority, subject to any applicable budget ceiling.
- If the Contracting Authority approves the Further Offer, a Further Agreement shall be concluded. The Further Agreement shall be prepared by the Contracting Authority's procurement department and shall include a purchase order number, which shall be quoted on all invoices relating to that specific Further Agreement.

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: Core Team Pricing Sheet

Annex 3a: ARVODI 2025 - Government terms and conditions

Annex 3b: Draft Framework Agreement

Annex 3c: Draft Further Agreement Coreteam

Annex 4: References

Annex 5: Complaints Procedure

Annex 6 Questions and comments form

Annex 7a: Model Integrity Declaration for the Central Government

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

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

Annex 8: Statement: EU Regulation 2022/576 of 8 April 2022