



## **Tender Document**

### **Invitation to tender, in accordance with the European open procedure, for the provision of commodity price Datasets**

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## Contents

Definition of terms .....	4
1. Introduction.....	6
1.1 Tendering Authority and IUC-EZK/LVFN .....	6
1.2 Reason for this invitation to tender.....	6
1.3 Time schedule .....	6
2. Description of Contract.....	8
2.1 Description and objective of the Contract.....	8
2.2 Lots.....	8
2.3 Contract Period.....	9
2.4 Scope of the Contract.....	9
3. Requirements concerning the requested services .....	10
3.1 Requirements relating to the services .....	10
3.2 Requirements relating to the prices .....	11
3.3 Tax-related requirements.....	12
3.4 Invoicing requirements.....	12
4. Requirements concerning the Tenderer .....	14
4.1 Introduction .....	14
4.2 Exclusion Grounds.....	14
4.3 Suitability Requirements .....	15
4.3.1 <i>Reference data (technical qualifications)</i> .....	15
4.4 Professional/trade register extract.....	16
5. Award criteria and assessment.....	17
5.1 Introduction .....	17
5.2 Award criteria and sub-award criteria .....	17
5.2.1 Award criteria relating to the Plan of Approach.....	17
5.2.2 Award criteria relating to the proposed team .....	19
5.2.3 Assessment method for qualitative award criteria.....	20
5.2.4 Award criteria relating to prices .....	21
5.2.5 Assessment method for the price criteria .....	21
6. Assessment of the Tender.....	23
6.1 Assessment of the Tender's completeness and legal validity.....	23
6.2 Assessment of requirements relating to the assignment .....	23
6.3 Assessment of award criteria relating to the assignment .....	23
6.4 Determination of definitive total score.....	23
6.5 Assessment of evidence .....	23
7. Submission procedure for Tenders .....	25
7.1 Statement of agreement .....	25

7.2	Schedule .....	25
7.3	General procedure.....	25
7.3.1	<i>Communication</i> .....	25
7.3.2	<i>eHerkenning</i> .....	25
7.3.3	<i>Questions and additional information/changes</i> .....	26
7.3.4	<i>Validity period and submission of Tender</i> .....	26
7.3.5	<i>Variants on Tender</i> .....	26
7.3.1	<i>Costs of submitting a Tender</i> .....	26
7.3.2	<i>Termination of tendering process</i> .....	26
7.3.3	<i>Order of precedence of documents</i> .....	26
7.3.4	<i>Information about the Tenderer's obligations</i> .....	27
7.3.5	<i>Guide Information security and Privacy for suppliers</i> .....	27
7.3.6	<i>Inconsistencies and objections</i> .....	27
7.3.7	<i>Complaints procedure</i> .....	27
7.3.8	<i>Dispute resolution</i> .....	27
7.3.9	<i>Submission of the Tender</i> .....	27
7.3.10	<i>Structure and content of the Tender</i> .....	28
7.3.11	<i>Legally binding signature</i> .....	29
7.3.12	<i>Submission of a Tender in collaboration with other organisations</i> .....	29
7.3.13	<i>Single Tender</i> .....	30
7.3.14	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i> .....	30
7.3.15	<i>Communication and language</i> .....	30
7.3.16	<i>General terms and conditions</i> .....	31
7.3.17	<i>Contract conditions</i> .....	31
7.3.18	<i>Explanation and verification of the Tender</i> .....	31
7.3.19	<i>Request for supplementary information concerning the Tender</i> .....	31
7.3.20	<i>Announcement of the award of the Contract</i> .....	31
7.3.21	<i>Use of AI (Including generative AI)</i> .....	32
	Annexes.....	33

## Definition of terms

Contract	The written agreement between the Contracting Authority and the Contractor regarding the provision of commodity price Datasets.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
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.
EZK	Ministry of Economic Affairs and Climate Policy
General Government Terms and Conditions	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> ).
IUC-EZK/LVVN	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs (EZ) – will serve as process manager during this tendering process.
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.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> , <a href="https://wetten.nl/Regeling-Aanbestedingswet-2012-BWBR0032203">wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203</a> )

Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
Tender Document	This document and all its annexes.
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.
Tendering authority	Netherlands Enterprise Agency (RVO), represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Tendering Authority.

### **Specific terminology**

Customized agreements	Tailored (financial) support trajectories between the Dutch government and the major Dutch industrial emitters about how they can decarbonize their operational processes.
Dataset(s)	Independent and consistent set of price projections for commodities that apply to the North-Western European market.

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure, for the provision of commodity price datasets (Datasets) that apply to the North-Western European market.

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

## 1.1 Tendering Authority and IUC-EZK/LVVN

This tendering process is being conducted on the instructions of Netherlands Enterprise Agency (RVO). RVO also acts on behalf of the Ministry of Economic Affairs and Climate Policy. The Datasets will be used by the teams that are on behalf of the government involved in the various tailored support trajectories between the Dutch government and the major Dutch industrial emitters about how they can decarbonize their operational processes ('Customized agreements').

The teams that are involved on behalf of the government will comprise approximately ten (10) staff from the Ministry of Economic Affairs and Climate Policy (EZK), RVO, other relevant government departments and external advisors.

IUC-EZK/LVVN will act as process manager during this tendering process.

## 1.2 Reason for this invitation to tender

The Dutch government is currently in conversation with the major Dutch industrial emitters about how they can decarbonize their operational processes. For the Dutch government to develop an independent view on the provided decarbonization plans and related financial support requests, RVO is looking for an independent and consistent set of price projections for commodities that apply to the North-Western European market. These Datasets will play an important role in determining the appropriate amount of government support. Additionally, the Datasets will be used to assess whether the submitted financial models are realistic.

In 2023, RVO issued a similar assignment. This assignment involved the delivery of a Dataset and an update thereof. Due to the continuing need for an independent and consistent set of price projections for commodities, the Contractor wishes to contract one (1) party for a term of up to four (4) years.

## 1.3 Time schedule

The schedule below applies to this tendering process.

5 June 2026	Issuing of publication, start of tendering period.
19 June 2026, 12.00 o'clock	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
3 July 2026	Issuing of Memorandum of Information
16 July 2026, 12.00 o'clock	Deadline for the receiving proposals by the Tendering Authority.
Week 29 until week 33	Assessment of Tenders.
13 August 2026	Announcement of the award of the Contract.
28 August 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
3 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.
7 September 2026	Starting date of Contract.

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

## 2. Description of Contract

### 2.1 Description and objective of the Contract

To combat climate change, the Dutch government wants to reduce the Netherlands' greenhouse gas emissions by 49% by 2030, and a 95% reduction by 2050 compared to 1990 levels. These goals are laid down in the Climate Act on May 28, 2019. The Climate Plan, the National Energy and Climate Plan (NECP) and the National Climate Agreement contain policies and measures to achieve these climate goals. The Climate Act should give individuals and companies in the Netherlands more certainty about the climate goals. Under the Climate Act the government is required to draw up a Climate Plan setting out measures to ensure that the targets stipulated in the Climate Act are achieved. The National Climate Agreement contains agreements with the sectors on what they will do to help achieve these climate goals. The participating sectors are electricity, industry, the built environment, traffic and transport and agriculture.

The Dutch government is currently in conversation with the major Dutch industrial emitters about how they can decarbonize their operational processes. For the Dutch government to develop an independent view on the provided decarbonization plans and related financial support requests, RVO is looking for an independent and consistent set of price projections for commodities that apply to the North-Western European market. The following countries/regions should at least be included: the Benelux region, Germany, France, the United Kingdom and Scandinavian region.

The Dataset must at least include long-term price outlooks for the following commodities:

- Natural gas (TTF, HHV, €/MWh);
- Oil (Brent, \$/bbl);
- CO<sub>2</sub> (EU ETS, €/ton);
- Electricity for the Netherlands (baseload, peak and off-peak, €/MWh);
- USD/EUR exchange rates;
- Inflation rates;
- Hydrogen (grey, blue and green, €/ton);
- HRC steel in the EU region (€/ton and \$/ton);
- The green-steel premium;
- Iron ore (62%, 65% and 67.5%);
- Coal (API2, \$/ton, CIF ARA);
- Metallurgical coal.

During the Contract period, the Dataset must be updated every six (6) months and be accessible for approximately ten (10) users. For each delivery/update of the Dataset, an analyst must be available for an average of four (4) hours, at no additional charge, to provide clarification and address any questions. The timing of such support shall be coordinated with the Contractor.

This Dataset will play an important role in determining the appropriate amount of government support that will be provided. Before proceeding with the purchase of the Dataset, RVO must ensure that the underlying assumptions informing the Dataset are defensible and aligned with the Dutch government's economic perspective.

### 2.2 Lots

The invitation to tender has not been divided into lots, because the Contract consists of only one type of service and provision of the entire service is customary in the market. The company providing the Dataset must also provide the substantiation, possibly with an explanation from an analyst. The division into lots would be an unnecessary risk for the quality and diligence of the services. In addition, a division of the Contract between different 'dataset providers' would be very ineffective.

### **2.3 Contract Period**

The Contracting Authority intends to conclude a Contract for a period of two (2) years, including two (2) unilateral options for the Contracting Authority to extend the contract with maximum (1) year for each extension. The maximum total duration of the Contract is therefore four (4) years, including options of extension.

The Contract has an initial term from 7 September 2026 up to and including 6 September 2028. The total duration of the Contract is therefore a maximum of four (4) years, up to and including 6 September 2030, including all extension options.

If the Contracting Authority does not wish to make use of an option to extend the Contract, he will notify the Contractor in writing of this no later than three (3) months before the expiry of the initial or current contract period. In that case, the Contract will end by operation of law after the initial contract period or the contract period applicable at that time. In the absence of such a message from the Contracting Authority, an option to extend takes effect automatically, if and insofar as such an option is still open.

If the maximum value is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Contract without compensating the Contractor for this, in whatever form. See further in this regard the provisions in the Draft Contract (Annex 1).

### **2.4 Scope of the Contract**

The Tendering Authority has estimated a total Contract value of € 450.000,- (exclusive of VAT), including optional extension years.

The estimated Contract value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation. It is possible that the services specified in the Contract 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 concerning the requested services

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

**By submitting a Tender, you as Tenderer, explicitly consent 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 Contract period and that you agree to the statement in Annex 2, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, you confirm that you will comply with all 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 Requirements relating to the services

- 3.1.1 The Dataset must present yearly average prices for the requested commodities (as mentioned in paragraph 3.1.2) from now up to and until 2060.
- 3.1.2 The Dataset must at least include long-term price outlooks for the following commodities:
  - Natural gas (TTF, HHV, €/MWh);
  - Oil (Brent, \$/bbl);
  - CO<sub>2</sub> (EU ETS, €/ton);
  - Electricity for the Netherlands (baseload, peak and off-peak, €/MWh);
  - USD/EUR exchange rates;
  - Inflation rates;
  - Hydrogen (grey, blue and green, €/ton);
  - HRC steel in the EU region (€/ton and \$/ton);
  - The green-steel premium;
  - Iron ore (62%, 65% and 67.5%);
  - Coal (API2, \$/ton, CIF ARA);
  - Metallurgical coal.
- 3.1.3 The Dataset must be structured across at least three (3) clearly defined scenarios; high, base and low. To make the high, base and low scenarios usable for long-term planning, each one should be supported by a coherent storyline describing expected developments in global supply and demand. For the projections for first three years, the scenarios may be anchored to quoted market indices to ensure alignment with observable market conditions. The base scenario should also be the scenario with the highest probability.
- 3.1.4 The Dataset must cover data from the North-Western European market. The following countries/regions should at least be included: the Benelux region, Germany, France, the United Kingdom and Scandinavian region.
- 3.1.5 The delivery of the first Dataset must be within one (1) month after the commencement date of the Contract. This Dataset must be accompanied by supporting assumptions and narratives. The Tenderer is requested to describe how it will ensure delivery of the first Dataset within one (1) month after Contract award, by making use of Annex 6 'Response to requirement and Award criteria', enabling Contracting Authority to check if Contractor will indeed comply with this requirement.
- 3.1.6 The Dataset must be updated every six (6) months following the previous update. Each update shall incorporate the most recent available data and be accompanied by a summary of the changes made since the previous version, including an explanation of how and why new information has been incorporated.
- 3.1.7 The Dataset must be accompanied by documentation that sets out the underlying economic and industrial perspectives and that is available for Contracting authority.
- 3.1.8 All price outlooks must be internally consistent, relying on identical and correlated assumptions across commodities. It must be suitable for developing investment cases for large-scale decarbonisation projects.

- 3.1.9 The supplier of the Dataset is expected to give insight into the evolution of the total electricity demand and to describe the associated storyline, ideally including expected growth in solar, wind, nuclear and flexible capacity, as well as the phase-out trajectory for gas- and coal-fired generation.
- 3.1.10 Electricity-price projections must be grounded in an hourly dispatch model.
- 3.1.11 Price projections for natural gas, oil and CO<sub>2</sub> should be based on global supply-and-demand modelling. If this is not fully the case, the supplier of the Dataset must explain the methodology and data sources used for these projections in the response to award criteria 1 (paragraph 5.2.1 of this Tender document).
- 3.1.12 The government must be permitted to share the Dataset with a limited number of companies applying for support, as well as with external advisors, under customary NDA and non-reliance conditions.
- 3.1.13 The format of the Dataset is not prescribed. However, the Dataset must be downloadable in Excel format to allow easy import, export, and modification of the data.
- 3.1.14 For each delivery of the Dataset, an analyst must be available on average four (4) hours in order to provide clarification and address any questions when needed. This should be included in the services at no additional charge. The Contractor shall respond to questions and clarification requests within seventy-two (72) hours.

### **3.2 Requirements relating to the prices**

- 3.2.1 The Tenderer will provide the prices applicable during the term of the Contract by filling in Annex 5 entitled 'Pricesheet'.
- 3.2.2 At least all the in paragraph 3.1.2 mentioned commodities should be included in the "Delivery of 1st Dataset" and "Delivery of the following periodic Datasets".
- 3.2.3 The unit price for adding additional commodities to the Dataset shall be calculated based on the average commodity price. The average commodity price is determined as the total tender price submitted by the Tenderer in Annex 5 (Pricesheet) divided by the number of times the Dataset will be delivered, and further divided by twelve (12) commodities.
- 3.2.4 The prices must be all inclusive. In any event, they must include all the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.2.5 The agreed rates are fixed at least until 6<sup>th</sup> of September 2028.
- 3.2.6 Requests for indexation can be submitted only once a year, exclusively in the month of June. 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](mailto:contractmanagement@rvo.nl).

Prices and rates may be adjusted in line with the price index published by the Central Bureau of Statistics in the Netherlands 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 September will be used, with the index for the starting date of the contract September 2026 being set at 100%.

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.

Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.

- 3.2.7 The Tenderer will not submit any zero or negative prices/rates.
- 3.2.8 The Tenderer shall provide a breakdown of the fixed and optional price components, including the various activities. In addition, the Tenderer shall state a maximum tender price. This maximum tender price shall constitute the maximum amount that may be charged under the Contract and shall be regarded as the maximum contract value. Payments will be made on the basis of the actual services delivered and costs incurred, up to this maximum tender price.

### **3.3 Tax-related requirements**

- 3.3.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.3.2 The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
  - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
  - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.3.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.3.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.3.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.3.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.3.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

### **3.4 Invoicing requirements**

- 3.4.1 Invoicing takes place retrospectively based on the services provided.
- 3.4.2 Payments will be made after the delivery of the first Dataset, and after delivery of all subsequent updates each six (6) months.

#### **3.4.3 For companies established in the Netherlands only**

##### E-invoicing

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

- Through the supplier portal;
- Through a service provider;
- Through Digipoort;
- Through accounting software.

For a more detailed explanation, please visit: [www.helpdesk-efactureren.nl](http://www.helpdesk-efactureren.nl).

**For companies not established in the Netherlands**

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

## 4. Requirements concerning the Tenderer

### 4.1 Introduction

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

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

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, legally sign it, submit it together with your Tender via TenderNed (see paragraph 7.3.10).

### 4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document' (Annex 3):

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

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

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

**Please note:** The process of applying for a GVA (Certificate of Conduct for procurement) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act. [wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203](http://wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203)

The evidence consists of:

1. Extract of Trade Register (no older than 6 months, counted from the time of submission of the Tender, see §4.4);
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' - no older than 2 years, counted from the time of submission of the Tender);
3. Tax statement (no older than 6 months, counted from the time of submission of the Tender).

**Please refer to [eCertis](#)**

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

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

### 4.3 Suitability Requirements

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

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

#### 4.3.1 Reference data (technical qualifications)

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

1. The Tenderer has demonstrable experience in the development and delivery of a complex, data-intensive dataset that is updated on a regular basis (at least twice per year) for a client in the public sector, such as government ministry, executive public agency, provincial authority, or other public body. The dataset shall contain at least five (5) different commodities.

This experience will be evidenced by one reference project that meets all requirements set out in this paragraph. The contract value of the reference project shall be at least € 270.000,- excluding VAT.

2. The Tenderer has demonstrable experience in the development and delivery of a complex, data-intensive dataset that is updated on a regular basis (at least twice per year) for a client in the private sector who is active in commodity trading, energy markets, steel, chemicals, electricity generation, and/or international gas trading. The dataset must contain at least five (5) different commodities.

This experience will be evidenced by one reference project that meets all requirements set out in this paragraph. The contract value of the reference project shall be at least € 270.000,- excluding VAT.

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

- The reference assignment must have been executed or completed within the *three (3) 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 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 were carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

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

Evidence: Annex 4 Reference statement (submit together with the Tender)

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

#### **4.4 Professional/trade register extract**

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

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

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

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

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

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

## 5. Award criteria and assessment

### 5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Sections 3 and 4.

A maximum of 1000 points can be obtained for your response to the award criteria.

Paragraph number	Award criteria	Sub-award criteria	Maximum number of points to be obtained
5.2.1	1. Award criteria relating to the Plan of Approach	1.1 Approach to delivery and maintenance of the Dataset	200 points
		1.2 Scenario development and modelling methodology	200 points
		1.3 Periodic updates and quality assurance	125 points
		1.4 Adding additional commodities to the Dataset	75 points
5.2.2	2. Award criteria relating to the proposed team		200 points
5.2.4	3. Award criteria relating to Prices		200 points
<b>Total points to be obtained</b>			<b>1000 points</b>

### 5.2 Award criteria and sub-award criteria

#### 5.2.1 Award criteria relating to the Plan of Approach

<b>Max. no. of points available</b>	<b>600 points</b>
<b>Criterion</b>	<b>1. Plan of Approach</b>
Objective	<p>For the Contracting Authority, it is important that the Tenderer can deliver a high-quality, internally consistent, and practically usable long-term commodity price Dataset that meets the requirements set out in this Tender Document throughout the term of the Contract.</p> <p>The Tenderer is therefore requested to demonstrate, through its Plan of Approach, how it will ensure a robust methodology, transparent scenario development, consistent modelling assumptions and high-quality documentation. The Plan of Approach should provide confidence that the Tenderer can deliver a coherent, consistent, and future-proof service.</p>
Question	How will you ensure the delivery of the requested services regarding the provision of commodity price Datasets?
Assessment aspects	The Tenderer is requested to provide a Plan of Approach for this award criterion. The Tenderer shall include the following in its proposal:

	<p><u>1.1 Approach to delivery and maintenance of the Dataset (max. 200 points)</u> The Tenderer shall describe how the Dataset will be produced, maintained and updated throughout the term of the Contract. Besides that, the Tenderer shall also explain how the proposed approach ensures reliable, usable, and continuous delivery of the Dataset for government specialists assessing decarbonisation projects.</p> <p><u>1.2 Scenario development and modelling methodology (max. 200 points)</u> The Tenderer shall explain how its market view is translated into concrete scenarios and price outlooks through 2060. This explanation shall include the macro-economic, industry, technology, and policy assumptions underpinning the market view (e.g. GDP growth, inflation, demand trends, decarbonisation pathways, technology cost curves, and fiscal and regulatory policies).</p> <p>For this sub-award criterion, the Tenderer shall also submit a sample (dummy) report illustrating the anticipated format and structure of the deliverable. As stated in Section 3.1.13, the format of the Dataset is not prescribed. However, the final Dataset must be downloadable in Excel format to allow easy import, export, and modification of the data.</p> <p><u>1.3 Periodic updates and quality assurance (max. 125 points)</u> The Tenderer shall explain how periodic updates of the Dataset will be provided and how the quality and consistency of the information will be maintained.</p> <p><u>1.4 Adding additional commodities to the Dataset (max. 75 points)</u> The Tenderer shall describe the possibilities for adding additional commodities to the Dataset during the term of the Contract and explain how such requests will be managed.</p> <p>The Tenderer shall take into account that the unit price for adding additional commodities to the Dataset shall be calculated based on the average commodity price, as further specified in paragraph 3.2.3.</p>
Elaboration	<p>For the elaboration of this award criteria, the Tenderer shall use the template provided in Annex 6 'Response to requirement and Award Criteria'.</p> <p>The response may consist of a maximum of five (5) A4-pages. Any attached visual materials and/or planning schedules will not be included in this page limit.</p> <p>If the response exceeds five (5) A4-pages, the excess text will not be taken into account in the evaluation.</p>
Assessment criteria	<p>The Plan of Approach will be assessed based on the following assessment criteria:</p> <p><u>1.1 Approach to delivery and maintenance of the Dataset</u></p> <ul style="list-style-type: none"> <li>- The extent to which the Tenderer provides a clear and feasible approach to producing, maintaining, and updating the Dataset throughout the Contract period.</li> <li>- The extent to which the proposed approach ensures reliable, usable, and continuous delivery of the Dataset for government specialists assessing decarbonisation projects</li> </ul>

	<p><u>1.2 Scenario development and modelling methodology</u></p> <ul style="list-style-type: none"> <li>- The extent to which the Tenderer provides a clear and credible methodology for translating its market view into high, base, and low scenarios and price outlooks through 2060.</li> <li>- The extent to which the macro-economic, industry, technology, and policy assumptions logically and coherently underpin the proposed scenarios and price outlooks.</li> <li>- The degree to which the sample (dummy) report demonstrates a clear, logical, and user-friendly structure of the deliverable.</li> </ul> <p><u>1.3 Periodic updates and quality assurance</u></p> <ul style="list-style-type: none"> <li>- The extent to which the Tenderer ensures that changes compared to previous updates are clearly communicated and that consistency and continuity of the Dataset are maintained over time.</li> </ul> <p><u>1.4 Adding additional commodities to the Dataset</u></p> <ul style="list-style-type: none"> <li>- The extent to which the Tenderer demonstrates flexibility and a clear approach for adding additional commodities to the Dataset during the term of the Contract.</li> </ul> <p>The elaboration of this award criteria will be assessed based on the assessment framework as described in paragraph 5.2.3.</p>
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#### 5.2.2 Award criteria relating to the proposed team

<b>Max. no. of points available</b>	<b>200 points</b>
<b>Criterion</b>	<b>2. The proposed team</b>
Objective	<p>For the Contracting Authority, it is important that the Tenderer has a sufficiently qualified and stable team capable of ensuring the continuity and quality of the services throughout the term of the Contract.</p> <p>The Tenderer is therefore requested to demonstrate how the proposed team, organisational structure, and allocation of personnel ensure the continuous availability of the required expertise and capacity to deliver high-quality Datasets in a timely manner throughout the term of Contract.</p>
Question	How will you ensure that the proposed team guarantees the continuity, quality, and timely provision of the Dataset throughout the term of the Contract?
Assessment aspects	<p>The Tenderer is requested to describe the proposed team for this award criterion. The Tenderer shall include the following in its proposal:</p> <ul style="list-style-type: none"> <li>- An overview of the proposed team composition, including the names, roles, responsibilities, task distribution and an explanation of the suitability of the proposed team;</li> <li>- A brief CV for each proposed team member, including relevant education, work experience and relevant assignments;</li> <li>- A description of the measures in place to ensure the availability of suitably qualified personnel throughout the term of the Contract, including arrangements for personnel replacement where necessary.</li> </ul>

Elaboration	<p>For the elaboration of this award criteria, the Tenderer shall use the template provided in Annex 6 'Response to requirement and Award Criteria'.</p> <p>The response may consist of a maximum of two (2) A4-pages. Any attached CVs and/or visual materials will not be included in this page limit.</p> <p>If the response exceeds two (2) A4-pages, the excess text will not be considered in the evaluation.</p>
Assessment criteria	<p>The proposed team will be assessed based on the following assessment criteria:</p> <ul style="list-style-type: none"> <li>- The extent to which the proposed team composition, including roles, responsibilities and task distribution, is clear, balanced, and suitable;</li> <li>- The extent to which the proposed team demonstrates relevant knowledge, expertise, education and experience for the requested services;</li> <li>- The extent to which the Tenderer ensures continuity and availability of suitably qualified personnel throughout the term of Contract.</li> </ul> <p>The elaboration of this award criteria will be assessed based on the assessment framework as described in paragraph 5.2.3.</p>

### 5.2.3 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following assessment framework for the weighting of the quality criteria.

Assessment	Answers	Percentage of maximum points per award criterion
Excellent	The Tenderer has provided an excellent, complete, and well-substantiated response to the question, based on the applicable assessment criteria. The response significantly exceeds the requirements of the tender.	100%
Good	The Tenderer has provided a good, complete, and well-substantiated response to the question, based on the applicable assessment criteria. The response meets the requirements of the tender.	80%
Satisfactory	The Tenderer has provided an adequate response to the question, based on the applicable assessment criteria. The response meets the minimum requirements of the tender but lacks detail and/or substantiation on certain aspects.	50%
Insufficient	The Tenderer has provided an insufficient response to the question, based on the applicable assessment criteria. The response does not fully meet the requirements of the tender and lacks detail and/or substantiation.	20%
Unsatisfactory or no answer	The Tenderer has provided an unsatisfactory response or has not provided a response to the question, based on the applicable assessment criteria. The response is incomplete and/or contains significant deficiencies.	0%

#### 5.2.4 Award criteria relating to prices

The Contracting Authority wishes to obtain insight into the prices for the requested services. The Tenderer must submit its prices in Annex 5 "Pricesheet" and include this as part of its Tender.

The Pricesheet contains fictitious quantities for the indicated contract year, and no rights may be derived from it. These quantities are based on a scenario in which all possible extension options are exercised. The Pricesheet must correspond with the information provided under sub-award criterion 1.

The total of the quantities, activities and corresponding prices to be completed must remain within this maximum tender price of € 450.000,- (exclusive of VAT), including optional extension years.

The Pricesheet contains completion instructions explaining how it must be completed. The total tender price will be used in the evaluation methodology.

All prices must be stated in euros and excluding VAT. In addition, the applicable VAT percentage must be stated.

You may not submit zero prices or negative prices, including for individual items or components.

All prices included in the Pricesheet are deemed to be all-inclusive, unless explicitly stated otherwise in the Procurement Document. This includes, in any event, in addition to the costs described in the Pricing Schedule: salary costs, overhead costs (for example accommodation and salaries of support staff), costs related to the use of equipment for the performance of the Assignment (including internet costs), insurance costs, any costs related to e-invoicing, and any travel and accommodation expenses.

In total, 200 points can be awarded for the award criterion relating to prices. The elaboration of this award criterion will be assessed based on the calculations as described in paragraph 5.2.5.

#### 5.2.5 Assessment method for the price criteria

In order to assess your price, this tender procedure uses an absolute scoring methodology. Under this methodology, your price is converted into a score. A price range of €300.000,- (minimum price) up to and including € 450.000,- (maximum price), excluding VAT, will be applied. When submitting your tender price, you must ensure that your tender price falls within this bandwidth. If your tender price is lower than the minimum possible tender price, you will receive the maximum number of points available (200 points). If your tender price exceeds the maximum possible tender price, your tender will be excluded from further assessment.

Lowest possible tender price	€ 300.000 excluding VAT
Highest possible tender price	€ 450.000 excluding VAT
Bandwidth	€ 150.000 excluding VAT

The basis for the number of points to be awarded under this criterion is your tender price (the final score will be rounded to two (2) decimal places). The scoring curve is graphically illustrated in the figure below. Between the price points set out in the table, your score will be awarded on a linear (pro rata) basis.



The formula is as follows:

*((maximum possible tender price – your offered tender price) / (maximum possible tender price – minimum possible tender price)) × the maximum number of points available.*

This means that:

If your total tender price is € 300.000 or lower, you will receive 200 points.

If your total tender price is € 450.000, you will receive 0 points.

If your total tender price is higher than € 450.000, you will be excluded from further assessment.

Example calculation:

If your tender price is € 340.000,- excluding VAT, the calculation is as follows:

$$((450000 - 340000) / (450000 - 300000)) \times 200 = 146,67$$

This results in a score of 146,67 points for the award criterion relating to prices.

## **6. Assessment of the Tender**

### **6.1 Assessment of the Tender's completeness and legal validity**

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

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no 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 assessed according to the award criteria stipulated in Section 5.

### **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 highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the criteria 1 'Plan of Approach'. In the event that the highest scoring Tenderers also achieve an equal score for this criterion, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the criteria 2 'Proposed team'. In the event that the highest scoring Tenderers also achieve an equal score for this criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

### **6.5 Assessment of evidence**

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then again determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

## 7. Submission procedure for Tenders

### 7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period and that Tenderer agrees to the statement in Annex 2, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

### 7.2 Schedule

See schedule in Subsection 1.3.

### 7.3 General procedure

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

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering 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](http://www.tenderned.nl)), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): [IUCRVOteam2@rvo.nl](mailto:IUCRVOteam2@rvo.nl) with [hely.cheung@rvo.nl](mailto:hely.cheung@rvo.nl) in the cc.

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 Tendering Authority can answer your questions via TenderNed in two ways:

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

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

#### **Submitting a question to the Tendering Authority**

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

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

#### **Answers from the Tendering Authority**

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

### **7.3.4 Validity period and submission of Tender**

The Tender must be valid for at least four (4) 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 (4) 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.

#### **7.3.1 Costs of submitting a Tender**

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

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

#### **7.3.2 Termination of tendering process**

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

#### **7.3.3 Order of precedence of documents**

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

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

#### **7.3.4 Information about the Tenderer's obligations**

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

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

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

#### **7.3.5 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](#)

#### **7.3.6 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.

#### **7.3.7 Complaints procedure**

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

#### **7.3.8 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](http://www.commissievanaanbestedingsexperts.nl)) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

#### **7.3.9 Submission of the Tender**

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.  
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.

- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl) or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

### **7.3.10 Structure and content of the Tender**

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

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

<b>Subject</b>	<b>Description</b>	<b>Action required from tenderer</b>
Annex 2	EU Regulation 2022-576	Fill in, legally sign and add to TenderNed
Annex 3	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 4	Reference statement	Fill in, have it duly signed and add to TenderNed
Annex 5	Pricesheet	Fill in, have it duly signed and add to TenderNed
Annex 6	Response to requirement and Award criteria	Fill in, have it duly signed and add to TenderNed

\* See Subsection 7.3.12 in the event your Tender is submitted in collaboration with other companies.

In addition, the supporting documents relating to the exclusion grounds (see Sections 4.2 and 4.4) will only be requested from the successful Tenderer after the notification of the award decision has been sent (see Section 1.3). When submitting your supporting documents, you may use the following checklist.

<b>Supporting document</b>	<b>Validity</b>
Tax statement	No older than 6 months, counted from the time of submission of the Tender
Certificate of Conduct for procurement (GVA)	No older than 2 years, counted from the time of submission of the Tender
Extract of Trade Register	No older than 6 months, counted from the time of submission of the Tender

### **7.3.11 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).

There are 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.

### **7.3.12 Submission of a Tender in collaboration with other organisations**

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

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

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

#### *Tendering as a consortium*

If a Tender is submitted by a consortium, then:

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

#### *Submitting a tender as a principal contractor together with subcontractors*

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

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

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

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

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

### **7.3.13 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.

### **7.3.14 Violation of the fundamental principles of procurement law and restriction of fair competition**

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

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

### **7.3.15 Communication and language**

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

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

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

### **7.3.16 General terms and conditions**

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

### **7.3.17 Contract conditions**

The Draft Contract (Annex 1) and the corresponding General Government Terms and Conditions (Annex 8) are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose substantiated textual amendments.

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

### **7.3.18 Explanation and verification of the Tender**

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

### **7.3.19 Request for supplementary information concerning the Tender**

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

### **7.3.20 Announcement of the award of the Contract**

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

#### *Standstill period*

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

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

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

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four (4) 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.

**7.3.21 Use of AI (Including generative AI)**

AI is defined as: artificial intelligence, including generative AI (text, image and code generation).

The use of AI in the preparation of (parts of) the Tender is permitted. The Tenderer remains fully responsible for the content, accuracy and timely submission; errors, omissions or factually incorrect AI output are at the Tenderer's own expense and risk. The Tenderer shall not input any tender-related and/or business-confidential information and/or personal data into AI systems (including cloud services), unless this is lawful and appropriate legal and technical safeguards have been put in place.

The Tenderer shall ensure human review and validation prior to submission and compliance with the applicable obligations under the AI Act (Regulation (EU) 2024/1689).

Upon request, the Tenderer shall provide a verifiable explanation of the use of AI (tool/version, purpose/application and checks carried out), insofar as this can reasonably be expected of the Tenderer, and shall specify which parts of the Tender have been produced using AI. The Tenderer guarantees that the Tender does not infringe the rights of third parties and indemnifies the Contracting Authority against any claims in this regard.

## **Annexes**

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

- Annex 1. Draft Contract
- Annex 2. EU Regulation 2022-576
- Annex 3. European Single Procurement Document
- Annex 4. Reference statement
- Annex 5. Priceshet
- Annex 6. Response to requirement and Award criteria
- Annex 7. Complaints procedure
- Annex 8. ARVODI-2025