



Descriptive document

Central Government Procurement Service (RIS)

Address for visitors

Rijkskantoor Beatrixpark
Wilhelmina van Pruisenweg 52
2595 AN Den Haag

Postal address
Postbus 20011
2500 EA Den Haag

Cleaning services, window cleaning services and other related services

EU procurement procedure
Open procedure

for the

the Ministry of Foreign Affairs

Embassy of the Kingdom of the Netherlands in
Stockholm, Sweden

Contact	Matthijs Smildiger
Date	19 June 2026
Procurement procedure reference	201865003.001.137
Version	1.0
Status	Final

Contents

1.	Introduction	4
1.1.	The Contracting Authority/Authorities and the Central Government Procurement Service (RIS). 4	
1.2.	Object of the Procurement Procedure	4
1.3.	Agreement upon submission of Tender.....	4
1.4.	Structure of the Descriptive Document.....	5
2.	Description of the Contract	6
2.1.	Scope of the Contract	6
2.2.	Purchasing with impact	7
2.3.	Programme of Requirements.....	7
3.	Grounds for Exclusion and Suitability Requirements.....	8
3.1.	Grounds for Exclusion	8
3.2.	Suitability Requirements.....	8
3.3.	Packages of sanctions against Russia	11
4.	Award Criterion.....	12
4.1.	Award Subcriteria and points system	12
4.2.	Award Subcriterion 'Quality' 1: Implementation & transition	12
4.3.	Award Subcriterion 'Quality' 2: Technical quality & contract performance	13
4.4.	Award Subcriterion 'Price'	13
5.	Assessment of your Tender	15
5.1.	Assessment and assessment committee	15
5.2.	Assessment based on quality	15
5.3.	Assessment based on price.....	16
5.4.	Assessment based on the best price-quality ratio	17
5.5.	Manipulative Tenders and Tenders with abnormally low prices.....	17
6.	What does the procedure involve?.....	18
6.1.	CPV codes	18
6.2.	EU open procedure	18
6.3.	TenderNed.....	18
6.4.	Contact	18
6.5.	Timetable for the Procurement Procedure	18
6.6.	Site Visit	19
6.7.	Questions and inconsistencies	19
6.8.	Submitting your Tender.....	20
6.9.	Opening of Tenders.....	20
6.10.	Notification of Award Decision	20
6.11.	Verification of details in European Single Procurement Document (ESPD)	21
6.12.	Suspensive period and objections	21
6.13.	Contracting Authority's reservations.....	22
7.	How to submit a Tender	23
7.1.	Tender letter.....	23
7.2.	Submitting a Tender via TenderNed	23
7.3.	Formal Requirements for Tenders	23
7.4.	Mandatory Appendices in TenderNed.....	24
7.5.	Submitting a Tender using the ESPD	25
7.6.	Submitting a Tender as a Consortium or engaging a Third Party	26
7.7.	Submitting a Tender as a subsidiary or operating company.....	27
8.	Terms and conditions.....	28
8.1.	Agreement, and General Government Terms and Conditions	28
8.2.	Tendering costs.....	28
9.	Complaints procedure	29
	Glossary.....	30

Appendices in TenderNed

To be completed and approved electronically and/or appended by the Tenderer		
Appendix 0	Submitting a Tender	In accordance with the attached template (PDF)
Appendix 1	European Single Procurement Document (ESPD)	In TenderNed
Appendix 2	Response to the Award Subcriterion 'Quality' (file in a single PDF document)	In accordance with the attached template (PDF)
Appendix 3	Price bid form	In accordance with the attached template (PDF and Excel)
Appendix 4	Reference declaration	In accordance with the attached template (PDF)

To be submitted by the successful Tenderer for verification
Extract from the commercial register of the Chamber of Commerce
Declaration from the Tax and Customs Administration

Information for the Tenderer	
Appendix A	Draft Agreement
Appendix B	Programme of Requirements
Appendix C	ARVODI 2025
Appendix D	Summary of Additional Information
Appendix E	Cleaning Schedule
Appendix F	Number of square meters

1. Introduction

We, the the Ministry of Foreign **Affairs**, invite you, as a Potential Tenderer, to submit a Tender for 'Cleaning services, window cleaning services and other related services'. This Descriptive document contains all the information you need to submit a Tender.

1.1. The Contracting Authority/Authorities and the Central Government Procurement Service (RIS).

The Contracting Authority and the Client is the Embassy of the Kingdom of the Netherlands in Stockholm (Sweden), belonging to the Ministry of Foreign Affairs.

The Ministry of foreign Affairs of the Netherlands

The Ministry of Foreign Affairs is committed to serving Dutch citizens and promoting Dutch interests and values around the world. Together with other countries, we work to address global challenges. The Ministry of Foreign Affairs is dedicated to:

- **Prosperity and fairness:** We promote international trade, support Dutch companies doing business with and in other countries, and encourage sustainable trade and the fair distribution of prosperity.
- **Security and stability:** We provide assistance and mediation to countries affected by war and violence and work to increase stability in vulnerable countries by improving living conditions.
- **Justice and freedom:** We contribute to a well-functioning international legal order and promote international agreements to address global issues effectively.
- **Dutch nationals abroad:** We stand ready to assist Dutch citizens overseas who encounter difficulties and seek to prevent such situations through information and advice.

For more information, please visit the [website](#) of the Ministry of Foreign Affairs.

Embassy of Stockholm

The Embassy of the Netherlands in Stockholm is housed in a characteristic office building located at Götgatan 16A in the Södermalm district.

The Embassy of the Netherlands in Stockholm employs a team of 18 staff members and is, among other things, responsible for promoting Dutch interests in Sweden. The embassy also plays an important role in consular affairs and therefore welcomes approximately 40 visitors per week at its front office.

If you submit a tender and the Contract is awarded to you, you will enter into an Agreement with the Ministry of Foreign Affairs, Embassy of the Netherlands in Stockholm.

the Ministry of Foreign Affairs

The Central Government Procurement Service is supervising this Procurement Procedure

We have commissioned the Central Government Procurement Service ('RIS') to supervise this Procurement Procedure. The RIS is a government agency that focuses specifically on the procurement of services and products. To find out more about how the RIS works, see www.rijksinkoop Samenwerking.nl.

1.2. Object of the Procurement Procedure

The object of the Procurement Procedure is to ensure a transparent, fair and efficient process for selecting the best service provider and thereby concluding a supply contract ('Agreement') in the field of Cleaning services. The intention is for the Agreement to enter into effect on 1 October 2026.

1.3. Agreement upon submission of Tender

By submitting a Tender (Appendix 0) and signing, in a legally valid manner, the European Single Procurement Document (ESPD, see section 7.5) you, as the Tenderer, expressly agree to all

requirements and conditions as set out in the Tender Documents and to comply with them throughout the entire implementation period.

1.4. Structure of the Descriptive Document

After this introduction you will read:

- in chapters 2 to 5 what we want, how we determine whether a Tenderer is suitable to perform the Contract, what we consider important and how we assess which Tenderer submits the best bid;
- in chapters 6 and 7 about the procurement procedure and the correct submission of a Tender;
- in chapter 8 all about the Agreement we wish to conclude;
- in chapter 9 how to submit a complaint;

Finally, you will find a glossary explaining exactly what we mean by certain terms. In the running text these terms are always capitalised, indicating which terms can be found in the glossary.

WHAT DO WE WANT?

2. Description of the Contract

Below you will find a description of the Contract.

2.1. Scope of the Contract

The Contract concerns the provision of cleaning services, window cleaning services, ad hoc cleaning services, and sanitary supplies for the premises of the Embassy of the Netherlands in Stockholm, located at Götgatan 16A, 118 46 Stockholm. For the Residence, situated at the same address, only window cleaning services and ad hoc cleaning services are applicable. Please also refer to the Cleaning Schedule (Appendix E) and the floor area specifications (Appendix F).

At the premises located at Götgatan 16A, the following services are required (scope of services):

- The provision of daily and periodic cleaning services based on a best-efforts obligation and the frequencies specified in the Cleaning Schedule (Appendix E). Please refer to Appendix F for the relevant floor areas in square metres;
- Window cleaning of the interior and exterior façade glazing, as well as partition glass, based on a best-efforts obligation and on an on-call basis. Please refer to Appendix F for the relevant floor areas in square metres;
- The supply and replenishment of consumables (such as toilet paper, paper towels, and soap dispensers), as well as the provision of waste bins fitted with refuse bags and hygiene bags for sanitary waste bins (see also Appendix 3 – Price bid Form);
- The removal and disposal of all waste materials to the designated waste containers;
- The performance of ad hoc building cleaning services upon request by the Contracting Authority;
- Deep cleaning of the kitchen twice per year (on-call);
- Annual carpet cleaning (on-call);
- Annual major cleaning services (ad hoc).

Safe Working Practices

As cleaning activities may take place during office hours (from 8:30 a.m. to 12:00 p.m.), Embassy staff will also be present in the building. Embassy personnel should not be disturbed while carrying out their duties. Cleaning services must therefore be performed discreetly, professionally, and with due consideration for the working environment and surrounding circumstances.

Cleaning staff may only grant access to the Embassy building to third parties after obtaining approval from an authorised Embassy employee.

Scope of the Contract

The Contract concerns the provision of cleaning services for one office building with an approximate gross floor area (GFA) of 828 m² (this relates solely to the Embassy building and excludes the Residence). The total glazed surface area amounts to approximately 355 m² (measured single-sided) and 20 m² of partition glazing (measured double-sided). These glazing measurements apply to both the Embassy building and the Residence.

The estimated value of the Contract for the initial term of four (4) years is approximately **SEK 1.742.000 (EUR 165,000)**, excluding VAT. This estimate is based on recent expenditure for these services.

Accordingly, the estimated Contract value over a period of eight (8) years amounts to **SEK 3.485.000 (EUR 330,000)**. The maximum value of the Contract is **SEK 5.227.000 (EUR 495,000)**.

The Contracting Authority has chosen to reserve sufficient financial capacity in order to ensure that the Agreement can continue to be used lawfully, flexibly, and optimally throughout its duration. To prevent the contractual maximum value from being exceeded during the term of the Agreement,

which could result in the Agreement ceasing to have effect before the intended end date, the Agreement will be concluded with a maximum contract value serving as a ceiling amount. Once this ceiling amount has been reached, the Agreement may, in principle, no longer be extended, without prejudice to the application of the legal doctrine concerning substantial and non-substantial modifications to the Agreement as a whole.

Please note: the information provided regarding the scope of the Contract is indicative only. No rights may be derived from this information. Political, budgetary, administrative, or organisational developments within the Contracting Authority may result in changes to the Contract, including changes to its scope.

The Service Agreement shall commence on 1 October 2026.

The Agreement shall have an initial fixed term of four (4) years. Thereafter, the Contracting Authority may unilaterally extend the Agreement under the same terms and conditions. Any extension shall be confirmed in writing and may be exercised a maximum of four (4) times, each for a period of up to twelve (12) months. As a result, the Agreement may have a maximum duration of eight (8) years. The Agreement shall be subject to a notice period of six (6) months.

We do not divide the Procurement into lots and do not unnecessarily aggregate contracts

We have decided to combine the cleaning services and window cleaning services into a single contract. We wish to avoid situations in which two separate contractors dispute responsibility for the outcome of the services provided. For example, the service provider responsible for window cleaning may attribute non-compliance with the specified requirements to the cleaning service provider. Experience has shown that not separating these activities does not restrict the number of potential tenderers. The market is accustomed to establishing partnerships for the provision of such integrated services. Given the estimated contract value, this procurement remains readily accessible to small and medium-sized enterprises (SMEs).

We have considered whether dividing the Contract into lots would be appropriate. In view of the nature of the services, the organisational interdependence between cleaning and window cleaning services, and the need for a single, integrated point of contact, we do not consider such division to be efficient or effective. The market is accustomed to offering these services as an integrated package or entering into collaborative arrangements for that purpose. Dividing the Contract into lots would create coordination risks and lead to uncertainty regarding responsibilities.

2.2. Purchasing with impact

We attach great importance to socially responsible commissioning and procurement. We want our procurement to contribute to sustainability and social aspects.

For this procurement procedure, the following requirements apply (see Programme of Requirements, Appendix B):

- Climate
- Environment
- International Social Conditions (ISCs)

2.3. Programme of Requirements

The Programme of Requirements sets out our Requirements regarding the performance of the Contract. If you do not meet all the requirements in the Programme of Requirements, your Tender will be invalid and we will exclude you from further participation in the Procurement Procedure. The requirements we set for the requested services/products are included in Appendix B – Programme of Requirements.

WHAT ARE THE REQUIREMENTS?

3. Grounds for Exclusion and Suitability Requirements

This chapter explains the Grounds for Exclusion and the Suitability Requirements that we apply to the Procurement Procedure.

You must use the European Single Procurement Document (ESPD) to indicate whether or not the Grounds for Exclusion apply to you and whether you meet the Suitability Requirements. Section 7.5 explains how to submit a Tender using the ESPD.

3.1. Grounds for Exclusion

Part III of the ESPD explains which Grounds for Exclusion apply to this Procurement Procedure.

The Grounds for Exclusion are divided into three different categories:

- **III.A:** grounds relating to criminal convictions;
- **III.B:** grounds relating to the payment of taxes or social security contributions;
- **III.C:** grounds relating to insolvency, conflicts of interest or professional misconduct.

If a Ground for Exclusion applies, we may refrain from invalidating your Tender

In principle, your Tender will be deemed invalid if one of the Grounds for Exclusion applies, and we will exclude you from further participation in the Procurement Procedure. We may refrain from invalidating your Tender in the following cases:

- if the exclusion would be manifestly unreasonable (section 2:86a of the Public Procurement Act 2012);
- if you have taken sufficient measures to demonstrate your reliability (section 2:87a of the Public Procurement Act 2012);
- for compelling reasons of public interest (section 2:88 of the Public Procurement Act 2012);
- if, in our opinion, exclusion is disproportionate in view of the time that has elapsed since the conviction and in view of the subject matter of the Contract (section 2:88 of the Public Procurement Act 2012).

If a Ground for Exclusion as stated in part 2.3.5 of the Public Procurement Act 2012 applies to you, you can find out what you need to do in section 7.5.

Submitting a Tender as a Consortium or with Third Parties in order to meet the Suitability Requirements

If you are submitting a Tender as a Consortium or with Third Parties in order to meet the Suitability Requirements, we will assess each Consortium Member and Third Party to determine whether the Grounds for Exclusion apply. You can find out how to submit a Tender in section 7.5.

3.2. Suitability Requirements

We set Suitability Requirements for Tenderers in order to determine whether they are suitable for performing the Contract.

Suitability Requirements are Requirements relating to participants' technical and professional ability, professional authority, and financial and economic standing.

You can read below which Suitability Requirements apply to this Procurement Procedure. If you do not meet the Suitability Requirements your Tender will be deemed invalid, and we will exclude you from further participation in the Procurement Procedure.

If you wish to submit a Tender but you do not meet the Suitability Requirements, you may wish to consider participating as a Consortium or making use of a Third Party in order to jointly meet the Suitability Requirements.

We have the right to check whether Consortium Members and/or Third Parties actually meet the Suitability Requirements.

Technical and professional ability

Technical ability

One Suitability Requirement is that you have the experience (key competences) we deem necessary to perform the Contract.

Key competences

The references you provide must demonstrate your experience with:

- a.** Providing cleaning services and window cleaning services for a heritage or traditional (non-modern) office building with a minimum gross floor area (GFA) of 400 m²; and
- b.** Providing window cleaning services for a minimum glazed surface area of 200 m² (measured single-sided).

Submit a maximum of 2 references

You can demonstrate that you meet the Suitability Requirements by means of references (see Appendix 4 – Reference Declaration). You can provide no more than 2 references. This means that if multiple key competences are included in a single reference, you may use the same references for those key competences.

The reference contracts must have ended no more than three (3) years ago.

Reference contracts that ended more than three years ago (calculated from the final deadline for submitting Tenders) will not be considered. Reference contracts that started more than three years ago will be considered.

Only results actually achieved are considered

If you are submitting a reference contract that is still ongoing, only the results that have already been achieved will be taken into account.

Secret references

Any reference submitted by a Tenderer that does not indicate who the referee is will be disregarded during the assessment of the Tender and will not be considered for the award of the Contract.

We may make enquiries with the referees

We may verify the information provided, including with referees. This may be done when assessing submitted Tenders against the Suitability Requirements and when verifying the information in your ESPD. You must give your full cooperation in this regard. If the reference declaration is found to be inaccurate, we may decide to declare your Tender invalid and exclude you from further participation in the Procurement Procedure.

Professional authority

You are registered in the national professional or commercial register

One of the Suitability Requirements is that you are registered in the national professional or commercial register, in accordance with the requirements that apply in the country where your business is based.

Within the Netherlands, a current extract from the commercial register of the Chamber of Commerce (uittreksel KvK) is sufficient for this purpose. By current we mean valid proof of registration that is no more than six months old at the time of submission of the Tender (calculated from the closing date for submission of Tenders).

You must have the Tender signed in a legally valid manner by an authorised person. The signatory's authority is evidenced by the aforementioned registration in the national professional or commercial register.

If you have opted to sign the Tender by proxy, for the purpose of verifying the ESPD you must submit both the current registration in the national professional or commercial register and a power of attorney signed in a legally valid manner.

If a Consortium submits a Tender, every Consortium Member must submit recently issued proof of registration in the Chamber of Commerce's commercial register for the purpose of verifying the ESPD.

Financial and economic standing

The following selection criteria regarding financial and economic standing apply:

- The Tenderer declares (through the ESPD) that no circumstances are known that could jeopardise the continuity of the company during the performance of the Agreement. If we have reasonable doubts regarding financial capacity, we may request additional supporting documentation.

You must be appropriately insured against professional risks

You must be sufficiently insured for performance of the Contract (via professional indemnity insurance and/or third party liability insurance). If we conclude the Contract with you, you must ensure that you remain sufficiently insured for the full duration of the Contract's performance.

We may have the financial information provided verified

This check verifies whether the information provided in the ESPD (Appendix 1 - ESPD) is accurate. We may engage an agency for this purpose.

Education and professional qualifications

All employees you wish to deploy for the Contract are trained for this purpose

This means that they have all the diplomas or certificates required to carry out the work in accordance with the applicable legislation.

ISO 9001:2015

Quality management system that complies with ISO 9001:2015 or demonstrable equivalent

Tenderers are required to:

- have a quality management system that complies with ISO 9001:2015 (or demonstrable equivalent) when submitting their Tenders; the certificate must be issued by a certification agency recognised by the national/international accreditation system, such as the EN 45000 series of European standards.

or:

- have a quality management system that is at least demonstrably equivalent to an ISO 9001:2015 compliant quality management system when submitting their Tenders. 'Demonstrably equivalent' means that the system must have the following features:
 - quality management must be embedded in policy throughout the organisation, and must be adopted and propagated by the competent management (e.g. by way of a quality management manual). The management should also be responsible for ensuring that quality management policy is properly formulated, implemented and monitored;
 - quality management procedures for services/end products and resource and document management must exist and be implemented throughout the organisation, and ongoing efforts must be made to improve them;
 - there must be an internal quality management cycle for measuring, analysing and improving quality standards;
 - an independent audit of compliance with quality management procedures must be conducted periodically by a suitably qualified auditor;

- there must be a system to ensure that client needs are clear and are incorporated in business processes.

In the case of a Consortium, each participant in the Consortium must meet the above Suitability Requirement with regard to quality management.

In the case of Subcontractors, the party responsible for quality assurance during the performance of the Contract must have a quality assurance certificate.

Environmental management measures

- At the time of submission of the tender, and insofar as necessary for the performance of this Contract, the Tenderer must hold all valid environmental permits required for the execution of the Contract and comply with applicable environmental laws and regulations; and
- The Tenderer must have an environmental management system and must hold a valid certificate as referred to in the EMAS Regulation, such as ISO 14001 in the Netherlands.

Or equivalent:

- At the time of submission of the tender, the Tenderer must have an environmental management system that is at least equivalent to a certified environmental management system. "Equivalent" is understood to mean compliance with the following characteristics:
 - Environmental management is embedded throughout the organisation (in policy), adopted by the responsible management and actively communicated by that management. Management is also responsible for the proper design, implementation, and control of environmental policy;
 - Full awareness of applicable environmental laws and regulations relevant to the business activities, and compliance with these laws and regulations (including those identified through inspection and enforcement);
 - Insight into how the company's activities impact the environment and how this impact can be reduced;
 - Existence of plans and implementation of measures aimed at continuously reducing environmental impact;
 - Periodic independent audits of compliance with environmental management agreements;
 - Reporting on compliance with environmental management agreements.

If you wish to submit a joint tender (consortium), each participant in the consortium must individually comply with the environmental management requirements in addition to the lead bidder.

3.3. Packages of sanctions against Russia

The Client acts in accordance with the sanctions package against Russia adopted by the European Council with regard to public procurement. Your Tender may not conflict with the provisions of the sanctions package. Russian parties are excluded from participating in this Procurement Procedure. This also applies to parties that subcontract more than 10% of the contract value to a Russian party. Up-to-date information on the content and scope of the sanctions package against Russia with regard to public procurement can be found [here](#).

By submitting a Tender you declare that it does not conflict with the current sanctions package against Russia regarding public procurement.

Proof: Appendix 1 (European Single Procurement Document - ESPD) signed and submitted by you.

WHAT IS IMPORTANT AND HOW DO WE ASSESS A TENDER?

4. Award Criterion

This Contract will be awarded on the basis of the best price-quality ratio

This means that we will assess both the quality and the price. The best price-quality ratio is described in the following sections.

4.1. Award Subcriteria and points system

The overview below shows the Award Subcriteria and the maximum number of points you can score. We will explain the Award Subcriteria in more detail in the following sections.

Award Criterion 'Best price-quality ratio'			
	Award Subcriteria	Maximum number of points	Section
	Quality		
SG1	Implementation & transition	400	4.2
SG2	Technical quality & contract performance	600	4.3
	Price		
SG4	Fixed total price (the price is assessed using a price-per-point method and does not have a separate maximum score)		4.5
	Total score for quality and price	1.000	

You must achieve at least 60% of the maximum number of points

If you have scored less than 60% of the maximum number of points for the qualitative Award Subcriteria, your Tender will be deemed unsatisfactory and will not be given further consideration. In that case your participation in this Procurement Procedure will end. We will assess your Tender on the basis of price only if you score at least 60% of the maximum number of points. In other words, you must score at least 60% x 1.000 points = 600 points to be eligible for contract award.

4.2. Award Subcriterion 'Quality' 1: Implementation & transition

Objective

To ensure a smooth transition from the current cleaning service provider to the new one, while safeguarding the continuity of service delivery.

Assignment to Tenderer

Describe your approach to the transition and implementation, with attention to:

- the manner in which you organise the transition from the current to the new Contractor for both cleaning services and window cleaning services;
- an implementation plan including phasing/scheduling, responsibilities, and coordination moments;
- a communication plan towards the Contracting Authority, with attention to communication with the Embassy contact person and Embassy staff;
- the safeguarding of knowledge transfer (in case of staff replacement), training/instruction, and continuity of personnel.

Evaluation

Your submission will be assessed on:

- understanding of the assignment and recognition of the specific context of an Embassy;
- completeness, concreteness, and feasibility of the description, and its alignment with the objective.

In the assessment, no value will be attributed to the fact that the Tenderer already performs (part of) the services for the Contracting Authority or has previously done so.

4.3. Award Subcriterion 'Quality' 2: Technical quality & contract performance

Objective

The Contracting Authority seeks a consistently high standard of cleanliness. The services must meet requirements on a daily basis and contribute to a positive perception of cleanliness among building users.

Assignment to Tenderer

Describe how you ensure that the services continuously comply with the required cleaning frequency and quality, with attention to:

- Technical quality: your working methods for ensuring daily cleaning quality;
- Window cleaning: your approach and planning for window cleaning, including safety and quality aspects.

Evaluation

Your submission will be assessed on:

- understanding of the assignment and the specific context of an Embassy;
- completeness, concreteness, and feasibility of the description, and its alignment with the objective.

You may use a maximum of 2.200 words to describe the Award Subcriterion 'Quality'

This does not include the title and subtitle on the cover page, or the table of contents (where relevant). Page numbers and headers and footers (if they are identical on all pages) are also excluded from this word count. A brief explanation accompanying an image, such as 'This news item appeared in the newspaper *NRC* on 3 January 2024', does not count. Text in images, infographics and/or tables does count, however. You must submit Appendix 2 in PDF format, but also include a Word document with your registration so that we can check the number of words. Words in images must be made clear in that document, or put into words, for each image. We do not show this Word document to the assessors and it is not used for the substantive assessment, only for checking the number of words.

We give all Tenderers the same number of words to describe how they satisfy the Award Criteria. Any words above the specified maximum will not be included in the assessment.

Please answer the questions under the relevant Award Subcriterion. We will not assess references to other answers, external sources and/or websites.

When responding to the Award Subcriterion 'Quality', use Appendix 2

Add Appendix 2 – Response to the Award Subcriterion 'Quality' – to your Tender.

Explanation of assessment factors

The assessment committee assesses the 'overall picture' of the reasoning provided for the assessment factors for each Award Subcriterion. The response to the Award Criteria must contain a clear and specific description of what is being offered and must be substantiated in a sound manner.

Please note: When responding to the Award Subcriteria, please also take into account what is asked for in the Tender Documents, such as the description of the public contract in chapter 2 and the Programme of Requirements (Appendix B).

4.4. Award Subcriterion 'Price'

The price meets all the Requirements set out in this Descriptive Document and the Appendices. The price also includes all guarantees, costs and discounts. If you offer discounts, conditions or other

information that has not been requested, we will not include this information in our assessment. All prices must be quoted in SEK, excluding VAT.

The price is the fixed all-in total price for subject of the service

This means that you are able to carry out the Contract at the specified price, taking into account all the Requirements set. And that the price includes all guarantees, costs and discounts. All prices must be quoted in SEK, excluding VAT.

Maximum rates are all-in rates

This means that they include the following costs:

- salaries
- overheads
- support work
- use of equipment
- ordinary domestic travel and accommodation
- commuting
- parking
- training
- recruitment and selection
- replacement staff
- insurance
- profit
- any other additional costs, such as the costs of preparations necessary to perform the contract.

You should quote your price in Appendix 3

You are required to complete Appendix 3, the price bid form, and include it with your tender submission.

If you do not enter a value or enter a negative value or '0' as the total price on the price bid form, your Tender will be deemed invalid and your participation in this Procurement Procedure will end.

5. Assessment of your Tender

In this chapter we explain how we assess your Tender.

5.1. Assessment and assessment committee

We will assess your Tender on the basis of Formal Requirements, Grounds for Exclusion and Suitability Requirements

Before we assess the content of your Tender, we will first assess whether it meets the Formal Requirements, whether any Grounds for Exclusion apply and whether you meet the Suitability Requirements.

We will also check whether you agree to the Programme of Requirements

If you do not agree to the Programme of Requirements or do not meet the set Requirements, your Tender will be deemed invalid and we will exclude you from further participation in the Procurement Procedure. All the Requirements in the Programme of Requirements are therefore knock-out criteria.

In case of doubt, we will assess the Tender against the tendering principles

We may decide to declare your Tender invalid and exclude you from further participation in the Tender if you do not meet the Requirements and rules in the Tender Documents, such as the:

- Grounds for Exclusion (section 3.2);
- Suitability Requirements (section 3.3);
- Formal Requirements (section 7.3).

Invalidation and exclusion will not take place if this is contrary to the tendering principles (including the principle of proportionality).

If your Tender meets all the Requirements and rules, we will assess its content

If your Tender meets all the Requirements and rules, we will assess the content of the Tender against the Award Subcriteria and assign a score. An assessment committee will assess the content of your Tender. The assessment committee will consist of at least three people who possess the expertise required to assess the content of your Tender. Nevertheless, the assessment committee may always seek advice from external experts when assessing parts of the information submitted.

5.2. Assessment based on quality

We will give your Tender a score for quality

The assessment committee will determine the score you receive for each response to an Award Subcriterion in your Tender.

The score reflects the substantive assessment

The assessment committee will determine the score you receive for each Award Subcriterion. This score will be between 0 and 10 (with 10 being the highest). The table below shows what each score says about the quality of your Tender.

Points table

Points	More information
10	Excellent: the Tenderer has given an excellent response to the questions for this Award Subcriterion.
8	Good: the Tenderer has given a good response to the questions for this Award Subcriterion.
6	Satisfactory: the Tenderer has given a satisfactory response to the questions for this Award Subcriterion.
4	Unsatisfactory: the Tenderer has given an unsatisfactory response to the questions for this Award Subcriterion.

2	Poor: the Tenderer has given a poor response to the questions for this Award Subcriterion.
0	No score: the Tenderer has not addressed parts of the Award Subcriterion or has failed to respond entirely.

When assessing your Tender, the assessors do not yet know the price quoted.

This ensures that the assessors only assess the quality of your Tender.

Scores are determined as follows:

- First, each member of the assessment committee individually determines the assessment and score to be given by the assessor per Tender for each Award Subcriterion.
- The assessment committee will then meet for a plenary session to discuss the scores and findings. During this plenary session, the assessors will reach a consensus on a score for each Award Subcriterion.

The final score is the sum of the weighted score

The final score for a requirement is determined using the following formula:

Score = (assigned mark/10) x maximum number of points to be achieved.

This score is called the weighted score.

5.3. Assessment based on price

To determine the price score, we apply the price-per-point methodology.

The Tenderer that has submitted the lowest "price (evaluation price) per point" is considered to have submitted the tender with the best price-quality ratio. The following formula is used to determine this "price per point":

$$\frac{\text{Evaluation Price}}{\text{Quality Score}} = \text{Price per Point}$$

Example

For clarity, a simplified comparison of two tenders is provided below:

A tender can achieve a maximum of 1,000 points for the functional Sub-award Criteria.

	<i>Tender A</i>	<i>Tender B</i>
<i>Evaluation Price</i>	<i>€ 11.300</i>	<i>€9.900</i>
<i>Quality Score</i>	<i>800 punten</i>	<i>500 punten</i>
<i>Price per Point</i>	<i>11300/800=14,13</i>	<i>9900/500=19,80</i>

In this example, **Tender A** is the winning tender, as it offers the **best price-quality ratio**.

It is possible that two or more Tenders achieve an equal total score, rounded to two decimal places, resulting in more than one Tender being considered as having the best price-quality ratio and therefore qualifying for the award of the Agreement. In such cases, a drawing of lots conducted under the supervision of a civil-law notary will take place.

If the relationship between price and quality gives rise to doubts regarding the feasibility or realism of a Tender, the Contracting Authority reserves the right to request further clarification as part of an investigation into an abnormally low tender.

5.4. Assessment based on the best price-quality ratio

You will receive a price-per-point score for your Tender

Only the achieved "price-per-point" score will be rounded, specifically to two (2) decimal places. This is the score obtained by a Tenderer for its Tender. It is also the score that determines the Tenderer's ranking and will be communicated to the Tenderers as the final score achieved for the Tender.

For reasons of readability, the scores for each Sub-award Criterion will be communicated to the Tenderers rounded to two (2) decimal places. No rounded figures will be used in the calculations leading to the final scores to be communicated.

In the event of equal scores, the Contracting Authority will award the contract to the Tenderer with the highest quality score

In such cases, the total quality scores, rounded to two (2) decimal places, will be compared. If the total quality scores are also equal for two or more Tenderers, the contract will be awarded to the Tenderer that has achieved the highest score on the element of the Sub-award Criterion carrying the greatest weighting. If the scores on that element are also equal, a drawing of lots under the supervision of a civil-law notary will take place.

You will be eligible for the award of the Contract if:

- you have submitted a valid Tender;
- you achieve at least 60% of the maximum obtainable quality score; and
- you have the lowest price-per-point score of all Tenderers.

5.5. Manipulative Tenders and Tenders with abnormally low prices

A Tender that distorts the assessment mechanism (manipulative Tender) will be deemed invalid, and we will exclude you from further participation in the Procurement Procedure.

This includes cases where the Tenderer subverts the purpose of the assessment system, by for example disregarding the Contracting Authority's objective when evaluating the Award Subcriterion price.

If you submit a Tender with a price that appears to be abnormally low in relation to the Contract to be performed, we will ask you to provide an explanation of the proposed price or costs. This may result in us declaring your Tender invalid and excluding you from further participation in the Procurement Procedure. For example, if you are unable to substantiate the low level of the proposed prices or costs.

WHAT DOES THE PROCEDURE INVOLVE AND HOW DO YOU SUBMIT A TENDER?

6. What does the procedure involve?

This chapter provides information about the Procurement Procedure and how it works. We provide a timetable and explain each step, and tell you who your Contact is and how you can ask questions.

6.1. CPV codes

The Procurement Procedure concerns services with the following CPV codes:

- 90900000-6 – Cleaning and sanitation services
- 90910000-9 – Cleaning services
- 90911000-6 – Accommodation, building and window cleaning services
- 90911100-7 – Accommodation cleaning services
- 90911300-9 – Window-cleaning services
- 33771000-5 – Paper sanitary products
- 44411000-4 – Sanitary ware

6.2. EU open procedure

Any interested Economic Operator may submit a Tender for this Procurement Procedure

We have opted for an open procedure. This gives all potential Tenderers sufficient time and opportunity to submit a high-quality Tender and ensures that the entire market has the opportunity to tender. This choice is based primarily on the following:

- size of the contract;
- transaction costs for the Contracting Authority and the Tenderers;
- number of potential Tenderers;
- desired end result;
- complexity of the Contract;
- type of Contract and nature of the market.

6.3. TenderNed

The Procurement Procedure is being conducted via the online tendering platform TenderNed (www.TenderNed.nl).

Registration and authorisation

If you would like to participate in this Procurement Procedure, please check in good time that your business is correctly registered on www.TenderNed.nl. Also check who is authorised to submit a digital Tender on behalf of your business.

6.4. Contact

Your Contact is Matthijs Smildiger, (Senior) Procurement Adviser, RIS

You may only communicate with your Contact about this Procurement Procedure. Communication will take place via the messaging module in TenderNed. If you communicate about this Procurement Procedure with other employees of the Contracting Authority or via other channels, this may cause us to declare your Tender invalid and exclude you from further participation in the Procurement Procedure.

6.5. Timetable for the Procurement Procedure

Below is the timetable for the Procurement Procedure. The following sections provide a brief explanation of the activities.

We aim to follow the timetable below. Unless explicitly stated otherwise, you should assume that this timetable applies. We will report any changes to the timetable in the Information Notice or via TenderNed. Potential Tenderers cannot derive any rights from this timetable.

Activity	Final deadline
Descriptive Document published	Friday 19 June 2026
Registration for the site visit	Monday 6 July 2026, at 10.00
Site Visit	Tuesday 14 July 2026, at 10.00 – 11.00
Submit questions and report inconsistencies	Monday 20 July 2026, 10.00
Information Notice published	Friday 24 May 2024
Submit tender	Tuesday 4 August 2026, 10.00
Results of assessment announced	Wednesday 12 August 2026
European Single Procurement Document (ESPD)	Tuesday 18 August 2026
Final deadline for objections	Tuesday 1 September 2026
Contract awarded	Wednesday 2 September 2026
Expected start date of Contract	Tuesday 1 October 2024

We reserve the right to amend the intended timetable. If it is necessary to make changes to the timetable, this will be communicated to all parties involved. No rights can be derived from the intended timetable. The dates mentioned in this (or the amended) timetable for submitting questions and submitting Tenders are considered **strict deadlines**.

6.6. Site Visit

You are welcome to attend a tour on the date specified in the timetable

The tour will take place at Götgatan 16A from 10.00 to 11.00. You will then be given a short tour of the building. If you would like to attend, you can register for the date specified in the table via the messaging module in TenderNed. Please indicate how many people will be attending.

6.7. Questions and inconsistencies

It is possible that part of the Descriptive Document may be unclear. This section explains what to do in that case.

Ask all your questions via TenderNed

Do you have any questions regarding the content or the procedure of this Procurement? Or have you identified any inconsistencies, ambiguities or objections? Please use the Questions and Answers Format for the Note of Information (Appendix D) available in the TenderNed dashboard for this purpose. Questions submitted in any other manner will not be answered. You may also use this channel to raise questions or make suggestions regarding the contractual terms and conditions.

Please indicate which document and section your question relates to.

Submit all your questions and notify us of any inconsistencies no later than the date and time specified in the timetable

This will ensure that you receive an answer to your question. If you submit your question too late, we will only answer it if we consider it to be important information for all Tenderers. In principle, the time limit for submitting Tenders will not change, even if we publish the answers less than 10 days before the closing date. If you do not report the inconsistencies, ambiguities or objections on time, we will in principle no longer amend the Descriptive Document. You cannot derive any rights from inconsistencies that you have not reported or that you have reported but not notified us of in time. We will of course try to avoid inconsistencies in the Tender Documents.

Ensure that your questions and suggestions are anonymous

Do not include the following in your question:

- business names;
- product names;
- other names related to your organisation.

We will publish all questions and answers in TenderNed

You can read all questions and answers in the Information Notice. This ensures that all Tenderers receive the same amount of information. You will always receive a notification by email when we publish the questions and answers. We will publish the Information Notice no later than the date specified in the timetable.

You can also ask questions confidentially

The answer will then be intended for you alone and not for the other Tenderers. If you would like a confidential answer to your question, please state clearly why you believe that disclosure of this information could harm the legitimate economic interests of your business.

If we do not agree with your reasons we will give you the choice: either we will include your question in the Information Notice that will be made generally available, or we will not answer your question.

We only provide information via TenderNed

If you receive information in any other way, no rights can be derived from it. This also applies if you receive the information from one of our employees or representatives.

The Information Notice always takes precedence

If the Information Notice and the Descriptive Document contradict each other, the Information Notice takes precedence. If there are multiple Information Notices that contradict each other, the most recently published notice applies.

6.8. Submitting your Tender

Submit your Tender no later than the date and time specified in the timetable

You can only submit your Tender via TenderNed. If you submit your Tender too late or do not submit it via TenderNed, your Tender will be deemed invalid. You can read more about how to submit a Tender in chapter 7.

6.9. Opening of Tenders

The opening of the digital safe is **not** public and takes place at the RIS after the deadline for submission on the date specified in section 6.5 on behalf of the Contracting Authority.

The report on opening is published via TenderNed. The report on opening will state which Tenderers have submitted a Tender.

6.10. Notification of Award Decision

No later than the date specified in the timetable, we will announce the Supplier to which we have awarded the Contract

You will then receive a notification via TenderNed and you will find the Award Decision in TenderNed. The Award Decision will include the following information:

- to whom we are awarding the Contract;
- the relevant reasons why we are awarding the Contract to this Tenderer;
- the justification for the scores awarded to your Tender;
- a definition of the suspensive period. This is the period during which you can still lodge an objection to the Award Decision;
- in the case of the Award Criterion of best price-quality ratio, you will see the scores for the Award Subcriteria relating to quality (or components thereof) and the total score for price of the winning Tenderer.

Please note: You cannot derive any rights from the Award Decision

If the Award Decision was in your favour, you will, in principle, be awarded the Contract. However, at this stage of the Procurement Procedure we may still decide to award the Contract to another party or not to proceed with the award. The notification of the Award Decision does not therefore

constitute acceptance of the bid. You cannot derive any rights from the Award Decision and you are not entitled to compensation on the basis of an Award Decision.

Only once the Agreement has been signed with you do you have the right to carry out the Contract.

We treat your information confidentially

We will not share your data with other parties, even if we do not award the Contract to you. We do not disclose certain information regarding the award of a Contract if disclosure of that information:

- would be contrary to any legal requirement;
- would be contrary to the public interest;
- could damage the legitimate commercial interests of Economic Operators, or
- could undermine fair competition between Economic Operators.

If you would like to know more about what data we process about you, for what purpose and in what way, see our [privacy statement](#).

6.11. Verification of details in European Single Procurement Document (ESPD)

After we have announced the Award Decision, we can verify the information in the European Single Procurement Document (ESPD) of the Tenderer to whom we have awarded the Contract. Below you can read how this works.

Upon request the winning Tenderer will provide the following supporting documents within five (5) working days:

- Extract from the register of the Chamber of Commerce (including power of attorney, if applicable). This must not be older than six (6) months at the time of Tender.
- Statement from the Tax Administration confirming that the successful Tenderer has fulfilled its obligations as regards the payment of taxes and social security contributions. This must not be older than six (6) months at the time of Tender.

In addition, you will be asked to provide the following information:

- the IBAN and BIC codes of your bank account to which any payments will be made;
- the details of the signatory to the Agreement and the contact person who may be named in the Agreement on behalf of your organisation for the performance of the Contract;

If a Consortium has been awarded the Contract, each Consortium Member must submit these supporting documents. If a Third Party is being relied upon in order to meet the Suitability Requirements, each Third Party must submit these supporting documents. This can be done via the messaging module in TenderNed.

The information is incorrect or you submitted it too late

If the information you submitted is incorrect or you submitted it too late, we may give you a one-off opportunity to rectify this within a period of three working days. If you do not do this we may decide to declare your Tender invalid and exclude you from further participation in the Procurement Procedure. We will then withdraw the Award Decision. We may decide to award the Contract to another Tenderer.

6.12. Suspensive period and objections

We will not award the Contract until a period of 20 calendar days has elapsed after the date of the Award Decision.

If a Tenderer has objections to the Award Decision (or the reasoning behind it), the Tenderer must initiate interim injunction proceedings against the State by serving a writ of summons within 20 calendar days of the date of the Award Decision.

The aforementioned period is a contractually agreed expiry period, to which the Tenderer agrees by submitting a Tender. If a Tenderer has not initiated interim injunction proceedings within this period, the Tenderer in question can no longer raise any objections (in legal proceedings) with regard to that decision. In that case, the Contracting Authority is free to further implement the decision. The right to challenge the Award Decision and/or to claim compensation or make any other claim in connection with this decision and this Procurement Procedure will then lapse. The right to claim compensation or make any other claim in proceedings on the merits will also have lapsed, or at least been processed.

If you are considering initiating interim injunction proceedings, you must first write to your Contact via the TenderNed messaging module, stating your objection.

In principle, we will not conclude any Agreement before the court has ruled in the interim injunction proceedings. If there is a compelling reason within the Contract not to wait, we may decide to conclude an Agreement despite the interim injunction proceedings.

6.13. Contracting Authority's reservations

We may ask additional questions

We may decide to ask you additional questions to clarify your Tender or request supporting documents/statements to verify the accuracy of your Tender.

We may terminate this Procurement Procedure at any time

We reserve the right, until the moment the intended Agreement is signed, to terminate the Procurement Procedure in whole or in part, temporarily or permanently. In that case, the Tenderer cannot claim any form of compensation. In such a situation, we will in principle not reimburse any tendering costs,

unless we consider that circumstances are such that compensation is appropriate. Under no circumstances will this involve full reimbursement of the costs incurred, but rather compensation for part of those costs.

7. How to submit a Tender

7.1. Tender letter

Tender letter

When submitting your Tender, you may include a tender letter. This letter is not subject to any specific format, so there is no Appendix among the Tender Documents for this purpose.

Please include the following information in the tender letter:

- name and contact details of your Contact for the Procurement Procedure;
- the reference number of your Tender;
- how you are tendering (independently, as a Consortium, and/or with Subcontractor(s)): please state the names of the companies.

7.2. Submitting a Tender via TenderNed

Tender via TenderNed

You can only tender via TenderNed. If you do not submit a Tender via TenderNed, your Tender will be deemed invalid and you will be excluded from further participation in the Procurement Procedure. This means that you cannot tender in any other way (e.g. by email).

Instructions for Economic Operators on how to use TenderNed can be found (in Dutch) at [TenderNed | TenderNed gebruiken als ondernemer](#). The correct use of TenderNed is at the risk of the Economic Operator/Tenderer.

Make sure you submit your Tender well in advance

Once the deadline for submitting Tenders has passed, it will no longer be possible to submit your Tender. Please bear in mind that:

- uploading all files correctly and completely takes time;
- your internet connection may be slow;
- you may encounter technical problems with TenderNed;
- the TenderNed helpdesk may not always be able to resolve your technical problem immediately.

When uploading the Appendices consider the following:

- start uploading the documents in good time. It may take some time before everything is uploaded;
- upload each Appendix as described in section 7.4;
- ensure that the file name clearly indicates which Appendix it is;
- make sure that each Appendix is complete and correct.

We can only extend the deadline for submitting Tenders in the event of a malfunction in TenderNed

We are not liable for malfunctions in TenderNed. However, it may be a reason to extend the deadline.

Please contact TenderNed in the event of technical problems

You will find the options, including the helpdesk opening hours, on the [TenderNed | Contact](#) page.

7.3. Formal Requirements for Tenders

Ensure that your Tender meets the Formal Requirements

The Formal Requirements are set out below. If you do not meet these requirements your Tender will in principle be deemed invalid and we may exclude you from further participation in the Procurement Procedure. By tendering in this Procurement Procedure, you agree to everything stated in this Descriptive Document and in all the Appendices.

Each Tender must meet the following Formal Requirements:

- you must submit your Tender on time;
- you must provide all requested information. In section 7.4 you will find all mandatory Appendices that the Tender must contain as a minimum;
- you must use the forms provided in this Descriptive Document and the Appendices. You may not modify the set text of these forms;
- you may not attach any conditions to your Tender;
- you must submit your Tender without reservations;
- you must guarantee that your Tender will remain valid for at least 120 days after the closing date for submission of Tenders. This is the validity period. In the event of interim injunction proceedings, we will extend the validity period by 45 days after the court has issued its judgment;
- you ensure that all communication concerning and relating to the Tender is in Dutch. You will also communicate in Dutch throughout the term of the Agreement;
- the ESPD must be signed in a legally valid manner. By signing the ESPD, you commit to the Tender. This must be done by someone who has sufficient authority to do so. If the ESPD has not been signed correctly, your Tender will in principle be deemed invalid and we may exclude you from further participation in the Procurement Procedure. However, the Contracting Authority may decide that there is scope to remedy this issue. In this case, it is important that the new signature does not entail any substantive changes to the Tender.

We treat your information confidentially

We will not share your data with other parties, even if we do not award the Contract to you.

7.4. Mandatory Appendices in TenderNed

The table below lists which Appendices you need to complete and upload and where in your TenderNed dashboard you should upload them.

All documents that you are required to complete when submitting your Tender are marked as 'Aanwezigheid verplicht?' (Mandatory?), 'Ja' (Yes). All documents must be added as Appendices to your Tender using the correct file name (e.g. 'Appendix 4 – Reference Declaration').

Please note Submit the Appendices in the requested format, as described in the table below. If you use a different file type, the RIS may not be able to display the file correctly or in its entirety. This means that you run the risk of your Tender being declared invalid and exclusion from further participation in the Procurement Procedure.

Document	See section	Form to be used	Mandatory?	And by whom?
In your dashboard 'Beantwoord de gunningscriteria' (Respond to the award criteria)				
Response to the Award Subcriterion 'Quality'	4.1 5.2 5.4	Appendix 2	Yes	Tenderer or (in the case of a Consortium) the lead party
Bid price form	5.3	Appendix 3 (upload in PDF and Excel format)	Yes	Tenderer or (in the case of a Consortium) the lead party
In your dashboard under 'Vul het Uniform Europees Aanbestedingsdocument in' (Complete the European Single Procurement Document - ESPD)				
European Single Procurement Document (ESPD)	3.1 7.5	Appendix 1 (UEA-wizard (ESPD wizard) in TenderNed)	Yes	Tenderer or (in the case of a Consortium) the lead party of all

		(upload in PDF format)		Consortium Members or (if a Third Party is relied upon in order to meet the Suitability Requirements) all Third Parties
In your dashboard under 'Voeg overige documenten toe' (Add other documents)				
Tender letter	7.1	Not subject to specific format (upload in PDF format)	No	Tenderer or (in the case of a Consortium) the lead party
Reference declaration	3.2	Appendix 4 (upload in PDF format)	Yes	Tenderer or (in the case of a Consortium) the lead party

For this Procurement Procedure, you as the Tenderer must complete the ESPD, sign it in a legally valid manner and attach it to the Tender. The legally valid signature of the ESPD represents the legally valid signature of the entire Tender.

A wet, scanned or digital/electronic signature are all valid.

7.5. Submitting a Tender using the ESPD

We use the UEA-wizard (ESPD wizard) in TenderNed. You will find this on your dashboard. After fully completing the ESPD you generate a PDF. You must sign this in a legally valid manner and add it to your Tender.

The ESPD consists of five parts

In **Part II** you fill in the details of your own business. In **Part III** you will find all the Grounds for Exclusion. We have ticked which Grounds for Exclusion apply to this Procurement Procedure.

Each legal person involved submits its own ESPD

If you are submitting a Tender as a Consortium or you are relying upon Third Parties in order to meet a Suitability Requirement, you must submit multiple ESPDs, one for each organisation involved. You can find out more about this in section 7.6.

You can create a second ESPD by clicking on the 'Vul het formulier in' (Fill in the form) button again. You can then prepare another ESPD for a Consortium partner or a Third Party. The ESPD for the Consortium partner or a Third Party can be completed online here.

By submitting an ESPD, you declare that you are suitable for this Contract

By clicking 'Ja' (Yes) in section a of **Part IV** of the ESPD ('Algemene aanwijzing voor alle selectiecriteria' (Global indication for all selection criteria)), you declare that your business meets all the Suitability Requirements set out in section 3.3 of this Descriptive Document. The ESPD uses the term 'selectiecriteria' (selection criteria). This refers to the Suitability Requirements.

By signing the ESPD, you also declare that the Grounds for Exclusion do not apply to your business.

If a Ground for Exclusion does apply, but you still wish to submit a Tender, please state the information and/or measures requested in **Part III** of the ESPD (Uitsluitingsgronden/Grounds for Exclusion) in the ESPD.

7.6. Submitting a Tender as a Consortium or engaging a Third Party

Economic Operators may decide to jointly submit a Tender

Reasons for this may be:

- the Economic Operators do not individually have sufficient capacity, experience and/or expertise;
- to spread financial risks and/or avoid over-reliance on one major Client.

The Contracting Authority may not prohibit Tenders by a Consortium or Tenders where a Third Party or Parties are engaged. However, it is possible to impose proportionate conditions, such as joint and several liability, a single point of contact or the establishment of a legal person after the Contract is awarded. See also sections 2.52 and 2.92 of the Public Procurement Act 2012.

You must complete the European Single Procurement Document (ESPD) via the separate ESPD module and comply with the conditions set out below:

Submitting a Tender as a Consortium

In the case of a Consortium, all Consortium Members must complete their own copy of the ESPD. This must be included with the Tender. Under **Part IIA** of the ESPD, under 'Wijze van deelneming' (Method of participation), all Consortium Members must provide the names of all Consortium Members and their own role, with all Consortium Members also specifying which Economic Operator is in charge of the Consortium and will act as the authorised representative ('lead party') on behalf of the Consortium vis-à-vis the Client. The lead party is therefore the Economic Operator that has been duly authorised by each Consortium Member to enter into obligations on behalf of the Consortium in the context of this Procurement Procedure, for which all Consortium Members are fully and jointly and severally liable to the Client.

The lead party handles all correspondence on behalf of the Consortium in the context of the implementation of the Procurement Procedure and Agreement with the Contracting Authority or Client, respectively.

By submitting a Tender, each Consortium Member declares that:

1. the information provided in the Tender and ESPDs is correct and legally valid; and
2. each Consortium Member is jointly and severally liable for the performance of the Contract and guarantees the correct and timely fulfilment of all obligations arising from the Agreement.

After the deadline for submitting the Tender has passed, the composition of the Consortium may not be changed without the Client's consent.

Engaging a Third Party in order to meet the Suitability Requirements

If you rely on a Third Party in order to meet the Suitability Requirements, you must tick 'Ja' (Yes) in **Part IIC** of the ESPD. Third Parties relied on by a Tenderer in order to meet the Suitability Requirements must also submit their own copy of the ESPD with the information we request in **Parts IIA, IIB and III**.

A precondition for relying on a Third Party in order to meet the Suitability Requirements is that the Tenderer must be able to demonstrate that it will actually have the resources of the Third Party that are necessary for the Contract at its disposal. For example, by means of a statement from the Third Party indicating that the Third Party is willing to perform the work in question.

If you rely on a Third Party's technical and professional ability, you must be able to deploy the resources necessary for the Contract throughout the term of the Agreement for the performance of the Contract.

You may submit a Tender in one way only

You may only submit a Tender once for this Procurement Procedure, either as an independent Tenderer or as a Consortium Member. If you do not comply with this, all Tenders concerned will be deemed invalid and we will exclude all parties involved from further participation in the Procurement Procedure.

The following three situations are also prohibited in principle, unless you can demonstrate that the Tenders concerned have been drawn up independently and therefore completely separately from each other and without knowledge of the relevant market behaviour of the other Tenderer/Consortium, and that there is no threat to transparency and/or distortion of competition:

- you may not submit a Tender as an independent Tenderer or as a Consortium Member and – in addition – act as a Subcontractor for another Tenderer or Consortium;
- you may not act as a Subcontractor for multiple Tenders;
- if you are part of a group, the submission of Tenders by multiple subsidiaries or multiple group companies of this group is not permitted.

If we believe that one of the three situations above applies, we will request that you issue a non-collusion statement. In the non-collusion statement, you declare that your Tender has been drawn up independently and therefore completely separately and without knowledge of the relevant market behaviour of another Tenderer or Consortium, and that there is no threat to transparency and/or distortion of competition between the Tenderers/Consortiums. You also state which measures have been taken to this end.

If you are unable to demonstrate this, all Tenders concerned will be deemed invalid and we will exclude all parties involved from further participation in the Procurement Procedure.

With our permission, you may involve other parties in the performance of the Contract at a later date

If you have you been awarded the Contract and you subsequently wish to involve another party in the performance of the Contract after the Agreement has been concluded, you must first request our permission. As the Contractor, you remain responsible at all times for the performance of the Contract as agreed.

7.7. Submitting a Tender as a subsidiary or operating company

If the Tenderer is a subsidiary or operating company, the following rules apply:

By submitting a Tender, the Tenderer and the holding company or parent company declare that the holding company or parent company is jointly and severally liable for debts arising from the juridical acts of the Tenderer. This is also laid down in article 2:403 of the Civil Code. Or the Tenderer declares that the Tenderer does not make use of Article 2:403 of the Civil Code.

8. Terms and conditions

If you are awarded the Contract we will enter into an Agreement with you. This chapter explains what you are agreeing to and the rights and obligations that come with this.

8.1. Agreement, and General Government Terms and Conditions

Your and our rights and obligations are laid down in the Agreement

The ARVODI 2025 (Appendix C) is also part of the Agreement. By submitting a Tender, you agree to the draft Agreement (Appendix A), and the aforementioned conditions, including the changes made to the Information Notice.

We do not accept any terms of delivery, payment conditions or other general conditions on your part, and these are expressly not part of the Agreement we conclude with you.

The Descriptive Document, including Appendices, and the Tender submitted by the successful Tenderer will form an integral part of the Agreement. This means that the response to the Award Subcriteria and your price are included and form part of this.

8.2. Tendering costs

You may not charge any tendering costs for this Contract

All costs related to this Procurement Procedure are to be borne by you. Any damage that may arise as a result of the Procurement Procedure being cancelled or if you are not awarded the Contract is also at your own risk.

E-invoices

You must submit your invoices by email to STO-AZ@minbuza.nl.

9. Complaints procedure

You can submit a complaint about the following:

- you believe that we have not complied with the laws and regulations;
- you believe that we discriminate, treat people unequally, do not conduct the procurement process transparently or impose unreasonable requirements.

You cannot submit complaints about other matters relating to the Procurement Procedure.

You can submit a complaint by sending an email to:

klachtenmeldpunt.RIS@rijksoverheid.nl

Please clearly state in your email that you have a complaint and what it concerns. We will handle your complaint via the RIS complaints office. Read more about this **Error! Hyperlink reference not valid.**

A complaint is not a request for more information

A complaint is intended to indicate that you disagree with the course of events during this Procurement Procedure. Do not submit a complaint to ask for more information. There is scope in the Procurement Procedure to request more information or clarification.

Submit your complaint in good time

The Contractor must submit a complaint at the earliest possible stage of the procurement procedure. At an early stage it is still possible to influence the process and prevent potential issues that could affect the progression and performance of the Contract. This can not only save time and money, but can also ensure that the contractual/pre-contractual relationships are not subjected to unnecessary pressure.

A Tenderer or Potential Tenderer is expected to take a proactive approach to raising objections within the framework of the procurement procedure and to make these objections clear and known as early as possible. This means that an objection must be made known as soon as reasonably possible after publication.

Making an objection known should not be confused with asking a question in the context of the Information Notice arising from the Tender Documents.

If you submit a complaint, the Procurement Procedure will in principle continue as normal. We will only suspend the Procurement Procedure if we deem it necessary.

Glossary

Certain terms are used frequently in this Descriptive Document and the Appendices. We want to ensure that you know exactly what you are submitting a Tender for and possibly signing up to. We therefore explain these important terms below.

<u>Contracting Authority</u>	The State of the Netherlands. In section 1.1 of this Descriptive Document you can read which part or parts of the State of the Netherlands act as the Contracting Authority.
<u>Procurement Procedure</u>	This purchasing procedure.
<u>Tender Documents</u>	All documents drawn up or referred to by the Contracting Authority to describe or determine parts of the Procurement Procedure.
<u>Public Procurement Act 2012</u>	The Act of 1 November 2012 which contains the new rules for procurement procedures (Bulletin of Acts and Decrees 2012/542) and the Act of 22 June 2016 amending the Public Procurement Act 2012 in connection with the implementation of Public Procurement Directives 2014/23/EU, 2014/24/EU and 2014/25/EU (Bulletin of Acts and Decrees 2016/241).
<u>Appendix</u>	Any document with 'Bijlage' (Appendix) in the title accompanying this Descriptive Document. This includes documents in TenderNed with the title 'Bijlage' (Appendix). All Appendices form part of the Descriptive Document.
<u>Consortium Member</u>	Anyone who is part of the tendering Consortium.
<u>Consortium</u>	Two or more legal persons that tender for the Contract as a partnership via the Descriptive Document. Each Consortium Member undertakes to comply with and perform the Contract. Each member of a Consortium is responsible for ensuring that the entire Contract is performed. Each member is therefore jointly and severally liable for the performance of the Contract.
<u>Contact</u>	Central Government Procurement Service (RIS) Matthijs Smildiger Procurement adviser/senior procurement adviser
<u>Third Party</u>	The Contractor relied on by the Tenderer in order to meet the Suitability Requirements.
<u>Requirements</u>	Requirements listed in the Programme of Requirements with which you and/or your Tender must comply in order to be eligible for contract award.
<u>Formal Requirements</u>	The requirements with which the Tender must comply.
<u>Certificate of Conduct for Procurement</u>	The certificate referred in section 4.1 of the Public Procurement Act 2012.
<u>Suitability Requirements</u>	The requirements you must meet to show you can perform the Contract.
<u>Award Criterion</u>	The criterion that forms the basis for the Award Decision.
<u>Award Decision</u>	The intention to award the Contract to a Tenderer. This means that we intend to conclude the Agreement with that Economic Operator.

<u>Tenderer</u>	An Economic Operator that has submitted a Tender in the context of this Tender.
<u>Tender</u>	An offer submitted by a tenderer based on the Descriptive Document in this contract award procedure.
<u>Information Notice</u>	<p>The document containing:</p> <ul style="list-style-type: none"> • amendments or additions to the Descriptive Document and/or the Appendices; • our answers to questions from you and other Potential Tenderers. <p>The Information Notice forms part of the Tender Documents.</p>
<u>Subcontractor</u>	A Subcontractor who performs part of the Contract on behalf of and under the responsibility of the Contractor.
<u>Economic Operator</u>	A supplier, contractor or service provider, as defined in section 1.1 of the Public Procurement Act 2012.
<u>Contract</u>	The public contract or framework agreement for which you can submit a Tender via this Procurement Procedure within the meaning of section 1.1 of the Public Procurement Act 2012.
<u>Client</u>	The legal person with which the Contractor concludes the Agreement.
<u>Contractor</u>	The Tenderer with which the Client concludes an Agreement for this Contract.
<u>Agreement</u>	The written <select the agreement> in which the terms agreed between the Client and the Contractor regarding the Contract are laid down.
<u>Potential Tenderer</u>	An Economic Operator that has registered in TenderNed, downloaded the Descriptive Document and may intend to submit a Tender under this Procurement Procedure.
<u>Programme of Requirements</u>	A description of the requirements relating to the performance of the Contract.
<u>Central Government Procurement Service (RIS)</u>	The organisation that supervises the Procurement Procedure on behalf of the Contracting Authority. For more information (in Dutch), see: Home Central Government Procurement Service (RIS) .
<u>Award Subcriteria/ Award Subcriterion</u>	A further elaboration of the Award Criterion.
<u>TenderNed</u>	The electronic tendering system referred to in section 4.13 of the Public Procurement Act 2012. See also www.TenderNed.nl .
<u>Grounds for Exclusion</u>	The mandatory and optional grounds for exclusion from participation referred to in sections 2.86 and 2.87, respectively, of the Public Procurement Act 2012.

European Single
Procurement Document
(ESPD)

A completed and signed declaration, to be submitted by the tenderer with their tender, in accordance with the standard form as referred to in Implementing Regulation (EU) 2016/7 of the European Commission of 5 January 2016.