

Selection Guide

Nucleaire Energie Organisatie Nederland

Financial Advisory Services Provider

European Public Procurement Procedure under the Restricted Procedure



Inhoud

1	Introduction.....	4
1.1	Definitions	4
1.2	Reason for and context for tender	4
1.3	The Contracting Authority	5
1.4	Objectives.....	6
2	Scope of the Assignment	8
2.1	Within the Scope of the Assignment	8
2.2	Division into Lots	9
2.3	Variants	10
2.4	Duration and Contract Form	10
2.5	Maximum Contract Value	10
3	Course of the Tender Procedure	11
3.1	Tender Procedure	11
3.2	Selection Phase	11
3.3	Tender Phase	11
3.4	Timetable.....	12
3.5	Communication during the Tender Procedure	13
3.6	Provision of Information.....	13
3.7	Submission of a Request to Participate	14
3.8	Verification, Assessment and Selection of Requests to Participate.....	14
3.9	Selection Decision	14
4	Requirements for Candidates	16
4.1	Introduction	16
4.2	Cover Letter	16
4.3	Grounds for Exclusion	16
4.4	Suitability Requirements.....	19
4.5	Selection Criteria	22
4.6	Documents and Supporting Evidence to be Submitted	23
5	Instructions and Conditions	24
5.1	Use of the Procurement Platform	24
5.2	Reservations of the Contracting Authority.....	24
5.3	Governing Law	24
5.4	English Language	24
5.5	Participation with Subcontractors.....	24
5.6	Participation as a Consortium.....	25
5.7	Submission in Accordance with the Procurement Documents	25
5.8	Conditional Requests to Participate	26
5.9	Partial Requests to Participate	26
5.10	Signing of the ESPD	26
5.11	Multiple Participation	26
5.12	Contradictions, Ambiguities or Deficiencies in the Request to Participate	27
5.13	Cooperation with Investigations	27
5.14	Cost Compensation	27
5.15	Status of Information in the Procurement Documents	27
5.16	Brand Names	28
5.17	Contradictions, Ambiguities or Deficiencies in the Procurement Documents	28
5.18	Exclusion as a Result of Discontinuation of Business Activities or Takeover	28



5.19 Communication during the Tender Procedure 28

5.20 Influencing the Assessment..... 28

5.21 Objection to the Selection Decision 29

5.22 Complaints Handling..... 29

Appendices31

Appendix A: General Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025) 31

Appendix B: European Single Procurement Document 31

Appendix C: Reference Statement 31

Appendix D: Questions and Comments Form 31

Appendix E: Declaration pursuant to Regulation EU 2022-576..... 31

Appendix F: Complaints Procedure 31

Appendix G: NEO NL Code of Conduct 31

Inclusive language

In this document, and in the other procurement documents, we aim to write the texts in a way that everyone can understand and that makes no one feel excluded. Where we use he, him or his, this should also be read as referring to she, her, they or them, and vice versa.

1 Introduction

This Selection Guide provides information about the European tender procedure for a financial advisory services provider for Nucleaire Energie Organisatie Nederland (NEO NL). NEO NL wishes to enter into an agreement with one (1) Contractor. This document and other procurement documents set out further information about what we aim to achieve and why, and what we consider important in this regard. They also explain exactly how we will proceed and what the rules of the procedure are.

We warmly invite you to submit a request to participate.

1.1 Definitions

In this document and the other procurement documents, we use certain defined terms. These terms have the meaning assigned to them in the glossary, see Chapter 6.

1.2 Reason for and context for tender

NEO NL B.V. is currently in the establishment and development phase of its organization and is preparing a complex, capital-intensive and socially significant project. At this stage, there is an increasing need for high-quality financial advisory services that fully align with NEO NL B.V.'s mandate responsibilities and decision-making.

Until 31 December 2026, NEO NL B.V. may still make use of a financial advisory services provider shared with the Nuclear Energy Directorate (Directie Kernenergie, DKE), which forms part of the Ministry of Economic Affairs and Climate Policy (Ministerie van Economische Zaken en Klimaat, EZK) This shared arrangement has provided support during the first phase. As NEO NL B.V. develops further and the complexity of the project increases, there is now a need for financial advisory services that are specifically tailored to NEO NL B.V.'s own position, planning and decision-making.

Through this tender procedure, NEO NL B.V. therefore aims to select its own multi-year financial advisory services provider. The assignment is aimed at ensuring that the project is financially coherent, commercially robust and sufficiently prepared for decision making at every stage.

NEO NL B.V. is seeking an expert financial advisory services provider within the Nuclear sector who is able to work together with NEO NL B.V. and its relevant advisers within this complex public and capital-intensive project environment. The Contractor is expected to support the organization with substantive, independent and practically applicable financial advice, taking into account the administrative and governance context, commercial feasibility and the long-term development of the project.

By completing this tender procedure in a timely manner, it will be ensured that the new financial advisory services provider can be contracted in good time and onboarded appropriately before the dependency on the shared advisory arrangement ends.

The Contracting Authority is aware of the regulatory framework applicable to accountants and audit firms, including the relevant independence rules and restrictions on the provision of non-audit services. The assignment does not concern accountancy services, audit services or statutory audit services. At the same time, the services may relate to matters in respect of which independence rules, rules on conflicts of interest or other professional rules may be relevant.



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

The Contracting Authority does not object in principle to participation by its current financial advisory services provider, provided that such participation and any proposed deployment are compatible with the applicable statutory, professional and procurement-law frameworks.

Candidates are responsible for assessing whether their participation in this tender procedure and, if awarded the agreement, the performance of the assignment are compatible with all applicable rules. Candidates must immediately notify the Contracting Authority of any actual or potential independence conflict, conflict of interest or other incompatibility that arises or becomes known during the tender procedure or during the performance of the agreement. This also applies where the conflict, interest or incompatibility relates to affiliated entities, network firms, subcontractors or third parties on whose capacity they rely.

Internal safeguards, such as information barriers or separate engagement teams within the same firm, group or network, may be taken into account where relevant, but do not in themselves remove an actual or potential independence conflict, conflict of interest or other incompatibility.

The Contracting Authority will assess any such situation on a case-by-case basis. Where appropriate, consideration may be given to whether the relevant activities can be performed by another person, party or entity.

The Candidates and during the agreement the Contractor remains responsible for identifying and reporting potential conflicts or impediments in a timely manner. The Client expects the Contractor to communicate transparently on these matters and to propose appropriate solutions in good time.

1.3 The Contracting Authority

The Ministry of Economic Affairs and Climate (EZK) has been tasked, in the context of the energy transition, with building new nuclear power plants in the Netherlands. NEO NL is the organization that has taken on the preparatory and other tasks associated with the construction of nuclear power plants.

NEO NL was incorporated as a private limited liability company on 16 February 2026. NEO NL's vision is to deliver reliable nuclear energy systems in support of the Dutch ambition to become climate-neutral. To realise this vision, NEO NL delivers nuclear energy solutions in accordance with the highest standards of quality and safety. With extensive expertise and a strong sense of responsibility, NEO NL contributes to a sustainable and resilient energy system and to a strong nuclear knowledge base for the Netherlands.

NEO NL's primary task is to prepare, realise, operate and ultimately decommission two new nuclear power plants in the Netherlands, including the associated organizational, technical and contractual activities. The organization is responsible for the full trajectory: from preparation and the selection of technology and construction partners to construction, cooperation with suppliers, operation and eventual decommissioning.

In addition to its delivery role, NEO NL also fulfils a knowledge-building and coordination role. The organization develops expertise in the fields of nuclear technology, safety, project control and regulation, and contributes to safeguarding and developing this knowledge within the Netherlands. In doing so, NEO NL works together with national and international knowledge institutions, regulators and market parties. Public interests are central to NEO NL, including safety, reliability and social responsibility.

NEO NL's activities are characterized by long-term perspective, consistent with the nature and lifespan of nuclear installations. Professionalism, transparency and risk management are guiding principles, with



particular attention being paid to information provision, digital resilience and security. We regard these aspects as prerequisites for the reliable delivery of the nuclear assignment in the public interest.

1.4 Objectives

With this tender procedure, we wish to achieve the following objectives.

Objective	Explanation
1. Having access to a dedicated, multi-year financial advisory function and knowledge transfer capability	Through this tender procedure, NEO NL B.V. aims to select a service provider that is able to establish and provide a dedicated financial advisory function for NEO NL B.V. on a multi-year basis. The services must align with NEO NL B.V.'s specific assignment, planning, governance and decision-making. The service provider must be able to support NEO NL B.V. in a timely and independent manner with financial, commercial, tax and transactional expertise. In addition, the service provider must actively contribute to the development of NEO NL B.V.'s internal knowledge and capabilities through structured knowledge transfer, clear documentation, explainable advice and practical cooperation with NEO NL B.V.'s team/ In this way, the services contribute to an ongoing capability for decision-making support, focused on cooperation, continuity and knowledge development and knowledge retention within NEO NL B.V.
2. Financially and commercially substantiated project and procurement decisions	The service provider to be selected must be able to support NEO NL B.V. from a financial and commercial perspective in preparing strategic choices, procurement procedures and contracting processes. The services must contribute, among other things, to the financial substantiation of choices regarding the delivery model, CAPEX ranges, risk allocation vendor positions, contractual terms and negotiation positions. The service provider must also be able to provide input for contracting and negotiations, for example in relation to delay costs, liquidated damages, cost overruns and change order risks. The advice provided must be sufficiently clear, documented and transferable to enable NEO NL B.V. to understand, challenge and reuse the underlying analyses and assumptions in future decision-making. In this way, the services must contribute to a carefully prepared market approach and a robust commercial position and the further development of NEO NL B.V.'s internal financial and commercial capability.
3. Safeguarding a financial structure, business case and decision-making information	Through this tender procedure, NEO NL B.V. aims to select a service provider that is able to make and keep the project's financial structure clear, up to date, explainable and well substantiated. The Service provider must, among other things, be able to prepare, maintain and make transferable a financial model, including scenarios, sensitivities and dashboards. In addition, the service provider must be able to provide financial analyses and decision materials for NEO NL B.V., the shareholder and relevant governance moments. The services must contribute to mutual consistency between the business case, the business plan and other decision-making documents, so that affordability, risks, choices and consequences are made transparent in a timely manner.



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

4. Preparation for bankability, FID and future transaction structuring	The service provider to be selected must be able to support NEO NL B.V. in preparing future bankability, Final Investment Decision (FID) and possible transaction and deal structuring. The services must include, among other things, financial structuring, tax and structuring aspects, conditions, interfaces with future financiers and financial preconditions for subsequent decisions. In doing so, the service provider must identify relevant points of attention for finance ability and investment decision-making in a timely manner. The service provider provides substantive support for decision-making: control over and ownership of decision-making remain with NEO NL B.V.
---	--



2 Scope of the Assignment

2.1 Within the Scope of the Assignment

The assignment concerns the provision of a dedicated, multi-year financial advisory function for NEO NL B.V. The services support NEO NL B.V. in the financial, commercial, tax and transactional preparation of the project and in substantiating decision-making during the various project phases.

The assignment is aimed at ongoing support and preparation for decision-making. The Contractor will provide a financial advisory function that helps NEO NL B.V. keep the project financially coherent, commercially robust and prepared in a timely manner for relevant decisions, including governance moments, shareholder decision-making, procurement and contracting decisions, and preparations towards FID.

The Contractor will support NEO NL B.V. substantively and practically. The Contractor will work within the frameworks, planning and governance of NEO NL B.V. and will provide advisory products that are explainable, transferable and applicable for the organization.

The following activities may fall within scope:

- Advising on the project's financial structure, including capital structure, risk allocation, financing principles, refinance ability, and the implications for the financial model.
- Analyzing the financial implications of technology supplier commercial propositions and assessment of vendor positions for NEO's business case
- Advising on financial and commercial considerations in contracting and negotiations.
- Providing financial and commercial substantiation for strategic choices, including in the Business Plan and Business Case, covering delivery model selection, risk allocation, contracting, financing, and overall project feasibility.
- Quantifying and interpreting the financial and commercial effects of contractual mechanisms, performance arrangements, risk allocations, the financial effects of cost developments, and changes during project development.
- Identifying and interpreting tax considerations at the project level, including issues related to project structuring, cross-border supplies and services, taxes, levies, and other tax-related obligations.
- Contributing to decision-making documents for the Management Team, shareholders, governance meetings, and other relevant decision-making moments.

The activities listed above form part of the potential scope of the assignment. NEO NL may call off these activities during the term of the agreement, depending on its actual needs, the project phase and relevant decision-making moments. NEO NL is not obliged to call off all activities listed above and no minimum volume of work is guaranteed. All call-offs under the agreement must remain within scope of the assignment and within the maximum contract value stated in paragraph 2.5.

The Contractor is also expected to organize the services in an operationally appropriate manner. This means that the Contractor must:

- Have sufficient senior capacity available at peak moments;
- Be able to work flexible and scalable, with additional deployment around milestones and lighter deployment during quieter periods;
- Be able to respond quickly to ad hoc questions and decision-making deadlines;
- Safeguard continuity within the core team and limit personnel changes as much as possible;



- Cooperate practically with NEO NL B.V. and its other advisers, without creating an unnecessarily heavy structural consultation burden.

The Contractor must be able to cooperate within a multidisciplinary project and advisory landscape. In this context, the Contractor is expected to communicate clearly, take responsibility for the quality of its own advice and products, and organize the cooperation in such a way that NEO NL B.V. has timely access to usable financial and commercial insights.

A full specification of the assignment is set out in the Tender Guide. The Schedule of Requirements forms an integral part of the procurement documents and, subsequently, of the agreement to be concluded.

2.1.1 Outside the Scope of the Assignment

The following elements and activities are related to the assignment but do not fall within the scope of this tender procedure:

- Accountancy services;
- Audit services;
- Preparing or reviewing annual accounts;
- Statutory audit services;
- Regular financial administration or bookkeeping activities;
- The actual raising of financing;
- Acting as an investment bank, arranger, placement agent or in a comparable role;
- (Independently) approaching financiers with a view to discussing financing arrangements.
- drafting or production of the BIS volumes and the procurement and contract documents, which are procured separately under existing arrangements.

2.2 Division into Lots

The Contracting Authority does not consider it appropriate to divide the assignment into separate lots. In Accordance with Section 1.5(3) of the Dutch Public Procurement Act 2012, the Contracting Authority has considered whether the assignment should be divided into lots and provides its reasons below for not doing so.

The assignment concerns the provision of a dedicated, multi-year financial advisory function for NEO NL B.V. The services are closely interrelated and require an integrated approach to financial, commercial, tax and transactional advice. Dividing the assignment into separate lots would create a material risk of fragmentation, additional coordination interfaces, inconsistent advice, loss of continuity and reduced ownership of the overall financial advisory function.

The assignment also requires a single service provider to maintain an integrated understanding of NEO NL B.V.'s project, governance, decision-making processes, financial model, business case, commercial position and preparation towards FID. The Contracting Authority considers that these elements cannot be separated effectively without adversely affecting the quality, coherence and efficiency of the services.

In addition, the Contracting Authority expects that there is a sufficient number of potential service providers capable of performing the assignment as a whole. Therefore, the decision not to divide the assignment into lots does not, in the Contracting Authority's view, unduly restrict competition or prevent effective market access.

For these reasons, the Contracting Authority considers that division into lots is not appropriate for this tender procedure.



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

2.3 Variants

A Variant is a tender that does not comply with the specifications, meaning an alternative solution to the requirement set out in the procurement documents. If variants are permitted, the Tender Guide must clearly describe how the proposed variants will be assessed and how they will be evaluated in relation to tenders that comply with the Schedule of Requirements and the award criteria.

Therefore, variants are not permitted.

2.4 Duration and Contract Form

The Contracting Authority intends to enter into one agreement. The agreement will have an initial term of four (4) years, with two options to extend the agreement, each for a maximum period of twelve (12) months. The total term of the agreement may therefore be six (6) years.

2.5 Maximum Contract Value

The maximum contract value is EUR 7.000.000, excluding VAT, for the full term of the agreement, including any extension options and any call-offs within the scope of the assignment. NEO NL B.V. may not exceed this maximum contract value under the agreement.



3 Course of the Tender Procedure

3.1 Tender Procedure

This tender procedure consists of two phases: (1) the selection phase and (2) the tender phase.

During the selection phase, interested parties may submit a request to participate. The Contracting Authority will assess these requests on the basis of the requirements and criteria set out in this Selection Guide. The purpose of the selection phase is to determine which candidates meet the applicable requirements and, where more than three (3) suitable candidates qualify, to select a maximum of three (3) candidates to be invited to participate in the tender process.

During the tender phase, the selected candidates will be invited to submit a tender. The tender phase will be governed by the Tender Guide. In that phase, the selected tenderers will be requested to submit a price proposal and a qualitative tender. The Contracting Authority will assess the tenders on the basis of the award criterion and the award criteria set out in the Tender Guide.

3.2 Selection Phase

In the selection phase, candidates submit a request to participate in accordance with the requirements set out in this Selection Guide. The Contracting Authority will first assess whether the requests to participate are complete and valid, and whether the candidates meet the suitability requirements and other conditions for participation.

If the number of suitable candidates exceeds the maximum number of candidates to be invited to the tender phase, the Contracting Authority will apply the selection criteria set out in this Selection Guide. On that basis, the Contracting Authority will select the candidates that will be invited to submit a tender in the tender phase.

3.3 Tender Phase

In the tender phase, the selected candidates will be invited to submit a tender. The Tender Guide will describe the requirements applicable to the tender, the award criteria, the assessment method and the manner in which the agreement will be awarded.

In the tender phase, tenderers will be requested to submit:

- A price proposal; and
- A qualitative tender.

The price proposal will consist of:

- Hourly rates per team role; and
- Costs for a flexible pool of resources.

NEO NL will apply a notional reference volume to the submitted rates in order to calculate a comparable indicative cost for each tenderer. Tenderers will not be requested to submit a total budget.

The qualitative tender will be assessed on the basis of the following quality criteria:

- Plan of Approach;
- Quality of the team, continuity and knowledge safeguarding; and



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

- Substantive quality of the financial and commercial advisory services.

Award Criterion

In the tender phase, the agreement will be awarded on the basis of the most economically advantageous tender (Economisch Meest Voordelige Inschrijving, EMVI), identified on the basis of the best price-quality ratio (Beste Prijs Kwaliteit Verhouding, BPKV).

The envisaged weighting is as follows:

- Price: 30%;
- Quality: 70%.

The detailed award criteria, sub-criteria, weighting, assessment method and scoring methodology will be set out in the Tender Guide.

3.4 Timetable

The timetable for the tender procedure is set out below. The timetable is indicative only and no rights may be derived from it. The Contracting Authority reserves the right to amend the timetable and to discontinue or suspend the tender procedure.

If the timetable set out below differs from the timetable shown in the dashboard on TenderNed, the timetable on TenderNed will prevail.

Activity	Date	Time (CET/CEST)
Selection Phase		
Publication of the tender procedure notice	Wednesday 8 July 2026	
Deadline for submitting requests to participate	Friday 14 August 2026	Before 17:00
Assessment of requests to participate	Monday 17 August 2026 to Friday 21 August 2026	
Selection decision	Monday 24 August	
Tender Phase		
Publication of invitation to tender	Monday 31 August 2026	
Deadline for question round (Nota van Inlichtingen, Nvl): submission of questions and comments	Friday 11 September 2026	Before 17:00
Publication of clarification round (Nvl)	Monday 21 September 2026	
Deadline for submitting tenders	Friday 2 October 2026	Before 17:00
Opening of the electronic tender vault	Monday 5 October 2026	After 09:00
Provisional award decision	Monday 19 October 2026	
Deadline for submitting supporting documents	Friday 23 October2026	
End date of standstill period	20 calendar days after publication of the award decision	
Final award decision	Monday 9 November 2026	



3.5 Communication during the Tender Procedure

All communications must take place exclusively via TenderNed. Messages sent by any other means will not be considered.

3.6 Provision of Information

3.6.1 Submission of Questions and Comments

You may submit questions or comments regarding the procurement documents. We expect you to adopt a proactive approach. If you have any questions or comments, you must submit them as soon as possible.

Please use Appendix D 'Questions and Comments Form' for this purpose and submit it via the messaging module of the procurement platform, not via the question-and-answer module of TenderNed. Questions and comments submitted in any other way, or received after the deadline for submitting questions, will generally not be answered.

We ask you not to include company names, product names or other names related to your organisation in your questions. We will publish the questions submitted without stating the name of the questioner and reserve the right to amend questions for that purpose. We do not guarantee anonymity, for example where the identity of the questioner can be inferred from necessary technical questions.

If you have questions or comments of a commercially confidential nature, these may be answered outside the clarification notice. You may submit a reasoned request for a question to be answered confidentially by stating the following with your question: 'Commercially confidential – Do not answer in the clarification notice'. We will assess such requests carefully.

If we consider that a question is not of a commercially confidential nature, we will inform you accordingly. You may then either

- 1) Withdraw the question; or
- 2) Have us answer it in the clarification notice.

3.6.2 Answering Questions in a Clarification Notice

During the selection phase, interested parties may submit questions or comments regarding the selection guide via TenderNed. There will be no formal question round in the selection phase. Interested parties may submit questions at any time before the deadline for submitting requests to participate.

The Contracting Authority will make reasonable efforts to answer questions as soon as possible. Interested parties must take into account that the Contracting Authority needs a reasonable period of time to assess and answer questions. Questions submitted less than ten (10) calendar days before the deadline for submitting requests to participate may not be answered before that deadline.

Answers to questions and any clarifications or amendments to the selection guide will be published on TenderNed, where appropriate by means of a clarification notice. Any amendment of the selection guide will also be announced in a clarification notice, unless the amendment is of such a nature that rectification of the procurement documents is required.

The information included in the clarification notices is binding and leading, and prevails over the original information included in the procurement documents.



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

We will publish the clarification notice or clarification notices on TenderNed. We will not send a separate notification of this; you are responsible for ensuring that you take note of the information. TenderNed provides the option to do so by using the button 'Keep me informed of this tender'.

Do you have a complaint? As a starting point, we expect an interested party to first submit a question before lodging a complaint. Only if you are not satisfied with a particular answer in the clarification notice may you lodge a complaint. See paragraph 5.22 for more information on complaints handling.

3.7 Submission of a Request to Participate

You must submit your request to participate digitally via the procurement platform before the submission deadline stated in the timetable on the procurement platform.

We advise you to submit your request to participate well before the deadline. After expiry of the submission deadline, it will no longer be technically possible to submit a request to participate. A request to participate that is not submitted on time will be deemed not to have been submitted and will therefore not be considered.

The risk of the request to participate not being received on time lies entirely with you. In case of doubt, please consult the TenderNed helpdesk.

3.8 Verification, Assessment and Selection of Requests to Participate

Verification of Completeness and Formal Requirements

We will verify whether your request to participate is complete and complies with the formal requirements. A request to participate that is incomplete or does not comply with the formal requirements will be set aside as invalid and excluded from further participation in the tender procedure, unless we consider this to be disproportionate.

Assessment against Exclusion Grounds and Suitability Requirements

We will assess whether any grounds for exclusion apply and whether your undertaking meets the suitability requirements (see paragraph 4.4). We will then assess whether your request to participate meets the pass/fail criteria, where applicable.

A request to participate that does not meet the above requirements will be set aside as invalid and excluded from further participation in the tender procedure, unless we consider this to be disproportionate.

Application of Selection Criteria

If the number of suitable candidates exceeds the maximum number of candidates to be invited to the tender phase, we will apply the selection criteria set out in paragraph 4.5. On that basis, we will rank the suitable candidates and select the candidates to be invited to submit a tender.

If the number of suitable candidates does not exceed the maximum number of candidates to be invited, all suitable candidates will in principle be invited to participate in the tender phase.

3.9 Selection Decision

After the verification and assessment of the requests to participate and, where applicable, the application of the selection criteria, we will notify all candidates of the selection decision at the same time.



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

The selection decision will state which candidates have been selected and invited to participate in the tender phase. Candidates that have not been selected will be informed of the reasons for that decision.

No rights may be derived from the selection decision.



4 Requirements for Candidates

4.1 Introduction

This chapter describes the grounds for exclusion and suitability requirements applied by the Contracting Authority, and the information you must provide. By means of the European Single Procurement Document (ESPD), you indicate whether any grounds for exclusion apply to you and whether you meet the suitability requirements.

This chapter also describes the requirements that apply if:

- You submit a request to participate with subcontractor(s);
- You submit a request to participate as a consortium;
- You rely on the financial and economic standing of one or more third parties;
- You rely on the technical and professional ability of one or more third parties.

See paragraphs 5.5 and 5.6 for additional requirements regarding participation with subcontractors or as a consortium.

4.2 Cover Letter

Please include a cover letter with your request to participate. The cover letter must include the following information:

- The name of your undertaking as registered in the relevant national professional or trade register;
- The name and contact details of the contact person who will act as the point of contact on behalf of your undertaking during the tender procedure;
- The names of any subcontractors, third parties or members of the consortium as registered in the relevant national professional or trade register, together with an explanation of why you rely on them and for which part of the assignment.

4.3 Grounds for Exclusion

4.3.1 Mandatory and Discretionary Grounds for Exclusion

The European Single Procurement Document (ESPD) is a self-declaration concerning the financial standing, ability and suitability of your undertaking. In Part III of the ESPD, we indicate which mandatory and discretionary grounds for exclusion apply. The reasons for applying the discretionary grounds for exclusion ticked in Part III C of the ESPD are set out below.

We wish to contract only with undertakings that are financially sound and stable, of good standing, and that act with integrity and ethically, without any conflict of interest. With regard to the discretionary grounds for exclusion relating to 'grave professional misconduct' and 'past performance', this concerns in particular misconduct and performance issues relating to the handling of personal data and information security. We consider it important to contract with a supplier that handles these matters with great care. If you have made mistakes or performed insufficiently in these areas in the past, we wish to know what self-cleaning measures you have taken to prevent this from happening again.

In accordance with Section 2.86(3) of the Dutch Public Procurement Act 2012, the applicability of a ground for exclusion to an undertaking is treated in the same way as a situation in which a ground for exclusion applies to a person who is a member of the administrative, management or supervisory body of that undertaking, or who has powers of representation, decision-making or control within that undertaking.



4.3.2 Additional Ground for Exclusion: Russian Involvement

On the basis of the fifth package of sanctions against Russia¹, it is prohibited to award or perform public contracts where certain Russian involvement exists. In summary, this prohibition applies to:

1. Natural or legal persons, entities or bodies that qualify as a Russian entity, including:
 - Russian nationals;
 - Natural or legal persons, entities or bodies established in Russia²;
 - Legal persons, entities or bodies, whether established in the Netherlands, another EU Member State or another country outside Russia, of which more than 50% of the proprietary rights are directly or indirectly owned by an entity as referred to above;
 - Natural or legal persons, entities or bodies acting on behalf of or at the direction of an entity as referred to above.
2. Natural or legal persons, entities or bodies that do not themselves qualify as a Russian entity, where more than 10% of the contract value is performed by subcontractors, suppliers or entities whose capacity is being relied upon and that qualify as a Russian entity within the meaning described under a.

This prohibition applies both during the tender procedure and during the performance of the agreement.

In order to be eligible for selection and, subsequently, award of the agreement, you must declare that there is no Russian involvement within the meaning described above. You do so by validly signing and submitting the ESPD with your request to participate.

If a subcontractor, supplier or entity whose capacity is being relied upon will perform more than 10% of the expected contract value, you must also submit the declaration in respect of that subcontractor, supplier or entity and provide the name, address and registration number of the relevant subcontractor, supplier or entity.

If Russian involvement arises or becomes known during the tender procedure or during the performance of the agreement, the candidate or Contractor must notify the Contracting Authority immediately.

4.3.3 Completing the European Single Procurement Document

You must complete all required information in the ESPD wizard in TenderNed fully and correctly via your own dashboard. After completing the ESPD, you must generate a PDF, download it, print it and sign it. Add the signed ESPD to your request to participate by uploading it. See paragraph 8.13 for instructions on signing the ESPD.

If economic operators decide to submit a request to participate jointly, the following applies:

- *Subcontractor(s)* – If you submit a request to participate with subcontractor(s), you must state this in Part II D of the ESPD. Each subcontractor must also complete and validly sign an ESPD, at least Parts II A and B and Part III.
- *Consortium* – If you submit a request to participate as a consortium, each member of the consortium must complete and validly sign a separate ESPD. In Part II A, you must state the entities with which you form a consortium.

¹ Article 5k of Regulation (EU) No 833/2014, as amended by Regulation (EU) 2022/576, concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

² For natural persons, this means in any event that they are registered in the population register of Russia. For legal persons, this means in any event that they are registered with the Chamber of Commerce or a comparable organisation in Russia.



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

- *Reliance on third party or parties* – If you rely on one or more third parties in order to meet the suitability requirements, you must state this in Part II C of the ESPD. Each relevant third party must also complete and validly sign its own ESPD, at least Parts II A and B and Part III.

4.3.4 Evidence for grounds of exclusion

The documents listed below may serve as evidence of your declaration in the ESPD that no grounds for exclusion apply to you.

In the selection phase, candidates are not required to submit all supporting evidence immediately, unless expressly stated otherwise in this Selection Guide. The Contracting Authority may request supporting evidence from candidates that are potentially eligible for selection, or from other candidates where the Contracting Authority considers this necessary.

In accordance with Section 2.89(4) of the Dutch Public Procurement Act 2012, the Contracting Authority will also accept, from an undertaking established in another Member State of the European Union, information and documents from that Member State that serve an equivalent purpose to the evidence listed below or that demonstrate that the relevant grounds for exclusion do not apply to that undertaking.

Registration in the national professional or trade register

A certificate as referred to in Section 2.89(1) of the Dutch Public Procurement Act 2012, which must not be older than six (6) months at the time of submitting the request to participate. The certificate must show that you are registered in the national professional or trade register in accordance with the requirements applicable in the country in which you are established.

If such a certificate is not issued in the country of establishment, you must provide a declaration or sworn statement. In the Netherlands, an extract from the trade register of the Chamber of Commerce is sufficient for this purpose.

Dutch procurement conduct declaration

A copy of the Dutch procurement conduct declaration (Gedragsverklaring Aanbesteden), as referred to in Section 2.89(2) and Chapter 4.1 of the Dutch Public Procurement Act 2012. The procurement conduct declaration must not be older than two (2) years at the time of submitting the request to participate.

If, after the procurement conduct declaration was issued, a ground for exclusion has occurred, you are required to state this in your request to participate. Failure to do so may result in exclusion from further participation in the tender procedure.

The Dutch procurement conduct declaration can be requested from Justis.

<https://www.justis.nl/producten/gva/>.

Certificate of conduct for legal persons

A certificate of conduct for legal persons (Verklaring Omtrent het Gedrag voor Rechtspersonen, VOG RP) that must not be older than six (6) months at the time of submitting the request to participate.

Please note that this does not concern a certificate of conduct for individual employees. The certificate of conduct for legal persons can be requested from Justis.

<https://www.justis.nl/producten/vog-voor-rechtspersonen-vog-rp>

Because processing times may be lengthy, the Contracting Authority advises candidates to request the Dutch procurement conduct declaration and the certificate of conduct for legal persons in good time, before a possible request for these documents is made. Any delay in obtaining these documents is at the candidate's risk.



Statement from the Dutch Tax and Customs Administration

A statement from the Dutch Tax and Customs Administration confirming that your undertaking has paid the required taxes and social security contributions, as referred to in Section 2.89(3) of the Dutch Public Procurement Act 2012. The statement must not be older than six (6) months at the time of submitting the request to participate.

If economic operators decide to submit a request to participate jointly, the following applies to the supporting evidence referred to above:

- *Subcontractor(s)* – If you submit a request to participate with subcontractor(s), each subcontractor must provide the supporting evidence requested by the Contracting Authority, insofar as relevant to the subcontractor concerned.
- *Consortium* – If you submit a request to participate as a consortium, each member of the consortium must provide the supporting evidence requested by the Contracting Authority.
- *Reliance on third party or parties* – If you rely on one or more third parties in order to meet the suitability requirements, both you and the relevant third party or parties must provide the supporting evidence requested by the Contracting Authority, insofar as relevant.

4.4 Suitability Requirements

On the basis of the suitability requirements described below, we will determine, among other things, whether you are suitable to perform the assignment.

By ticking 'Yes' in Section A of Part IV of the ESPD, you declare that your undertaking meets all of the suitability requirements set out below. The term 'selection criteria' in the ESPD refers to the suitability requirements. If you do not meet the stated suitability requirements, your request to participate will be invalid and will be set aside.

4.4.1 Evidence of Financial and Economic Standing – Coverage of Liability

Your organisation must be adequately insured against liability risks in connection with the performance of the assignment.

The candidate must have adequate insurance cover for liability risks in connection with the performance of the assignment. The Contracting Authority considers the following cover to be appropriate to the nature, scope and risk profile of the assignment:

- Professional indemnity insurance with a minimum cover of EUR 5.000.000 per claim and per insurance year; and
- General liability insurance with a minimum cover of EUR 2.500.000 per claim and per insurance year.

The insurance must be maintained throughout the term of the agreement. If the candidate does not yet have the required insurance cover at the time of submitting its request to participate, the candidate must demonstrate that such cover can be obtained before award of the agreement.

By signing the ESPD, you declare that the insurance will be maintained throughout the contract period for at least the amounts specified in the agreement.

Only if you are identified as the winning tenderer will you, at our request, provide a copy of the relevant insurance policy as evidence. If your undertaking is not currently, or not yet, adequately insured for the performance of the assignment, you must provide a written statement from the insurance company



confirming that, prior to the award of the assignment, it will enter into the above-mentioned insurance arrangement with you.

If economic operators decide to submit a joint request to participate in the tender procedure, the following applies:

- Subcontractor(s) – If you submit a request to participate as a main contractor with subcontractor(s), only the main contractor is required to provide evidence of insurance. Add the evidence to your request to participate by uploading it.
- Consortium – If you submit a request to participate as a consortium, at least one of the members must provide evidence of insurance demonstrating that the joint and several liability of the members of the consortium in connection with the assignment is adequately covered. Add the evidence to your request to participate by uploading it.
- Reliance on third party or parties – If you rely on a third party or parties in order to meet the required insurance against liability risks, you must provide evidence of this. Add the evidence to your request to participate by uploading it

4.4.2 Evidence of Financial and Economic Standing - Continuity

Your organisation must have sufficient financial and economic standing to perform the assignment successfully. If you are the winning tenderer, you must demonstrate this by submitting the annual accounts for the most recently completed financial year. The annual accounts may not contain a so-called going concern paragraph, meaning a mandatory explanatory paragraph in the annual accounts due to material uncertainty about continuity. It is not necessary to include the annual accounts, annual report or similar documents as supporting evidence with your request to participate.

If you are not required to have your accounts audited because your undertaking qualifies as a ‘small legal entity’ or ‘micro legal entity’ within the meaning of Section 11 of Title 9 of Book 2 of the Dutch Civil Code, a review report or compilation report for the most recently completed financial year will suffice. Such review report or compilation report must also not disclose any material uncertainties about continuity.

4.4.3 Evidence of Technical and Professional Ability

You must demonstrate the required ability by submitting a maximum of one reference assignment per core competency. The same reference assignment may be used to demonstrate more than one core competency. You must use Appendix C “Reference Statement” for this purpose.

A reference assignment must meet the following criteria:

- If the reference assignment has already been completed, its completion date must not be more than three years before the publication date of this tender procedure;
- If the reference assignment is ongoing, its start date must be more than one year before the publication date of this tender procedure;
- In the case of an ongoing reference assignment, you may only use results already achieved to demonstrate your ability; a forecast of future results is not sufficient;
- If, in the performance of the reference assignment, you were or are part of a consortium or other collaborative arrangement, you must describe your own role and contribution in the performance of the reference assignment. Only your own role and contribution in the reference assignment will be taken into account when assessing whether this suitability requirement is met;
- The value of the reference assignment must be at least EUR 300.000, excluding VAT, per year;
- The reference assignment has been, or is being, performed successfully and to the satisfaction of the relevant client;
- The reference assignment may have been, or may be, performed for NEO NL.



If economic operators decide to submit a joint request to participate in the tender procedure, the following applies:

- Subcontractor(s) – If you submit a request to participate as a main contractor with subcontractor(s), the main contractor must demonstrate that it possesses the required core competencies. If you rely on subcontractor(s) in order to meet this suitability requirement, the subcontractor(s) must demonstrate that they possess the relevant required core competencies.
- Consortium – If you submit a request to participate as a consortium, the members of the consortium must jointly demonstrate that they possess the required core competencies.
- Reliance on third party or parties – If you rely on a third party or parties in order to meet the required experience, you must provide evidence that you will actually have access to the required core competencies of that third party or those third parties.

All information requested in this paragraph must be clearly evident from the information you provide. The Contracting Authority reserves the right to verify the accuracy of a reference by contacting the contact person for that reference.

Suitability Requirement 1 – Financial and commercial advisory experience in nuclear projects and/or comparable large-scale capital-intensive projects

The candidate has demonstrable experience with providing financial and commercial advisory services for nuclear projects, nuclear new-build programmes and/or comparable large-scale transactions or project developments in capital-intensive sectors, such as energy, infrastructure or industry.

This suitability requirement includes the following competencies:

- Experience with financial and commercial advisory services in nuclear projects, nuclear new-build programmes and/or comparable large-scale capital-intensive projects;
- Experience with large-scale transactions or project developments in the energy, infrastructure, industrial and/or comparable sectors;
- Experience with advising on project feasibility, cost estimates, risk allocation and commercial project considerations;
- Experience with working in complex multidisciplinary project environments involving multiple stakeholders, advisers and decision-making bodies.

Suitability Requirement 2 – Financial structuring, financial modelling and FID-related decision-making

The candidate has demonstrable experience with advising on financial structuring and with developing and substantiating financial decision-making information in relation to investment decisions or Final Investment Decision processes.

This suitability requirement includes the following competencies:

- Experience with advising on financial structures, capital structure, financing principles and risk allocation;
- Experience with the financial substantiation of investment decisions or Final Investment Decision processes;
- Experience with the development, updating and quality assurance of financial models, business cases, scenario analyses and sensitivity analyses;
- Experience with preparing clear and transferable financial analyses, dashboards and decision-making information.

Suitability Requirement 3 – Commercial structuring, contracting and governance advisory experience



The candidate has demonstrable experience with commercial structuring, contracting-related advisory services and the translation of complex financial and commercial matters into decision-making information in a public or public-private governance context.

This suitability requirement includes the following competencies:

- Experience with commercial structuring, contracting issues and the financial impact of contractual mechanisms;
- Experience with advising on risk allocation, performance arrangements, cost developments, change mechanisms and negotiation positions;
- Experience with supporting strategic project documentation, including business plans, business cases, decision memoranda or comparable documents;
- Experience with advising in a public or public-private governance context, including translating complex financial, commercial and contractual matters into clear decision-making information.

4.5 Selection Criteria

If more than three (3) candidates meet the suitability requirements, the Contracting Authority will apply the selection criteria set out in this chapter. The purpose of the selection criteria is to rank the suitable candidates and to select a maximum of three (3) candidates to be invited to participate in the tender phase.

The selection criteria are derived from the technical and professional ability requirements set out in paragraph 4.4.3. Candidates may be awarded points for submitting additional relevant and suitable reference assignments that demonstrate experience comparable to the assignment.

Only reference assignments that meet the requirements set out in paragraph 4.4.3 will be taken into account. A reference assignment may only be counted if the candidate clearly demonstrates which suitability requirement and which competencies are covered by that reference assignment.

One reference assignment may be used for multiple selection criteria, provided that the reference assignment clearly demonstrates the relevant experience for each selection criterion concerned.

The selection criteria are:

1. Additional relevant experience with nuclear projects and/or comparable large-scale capital-intensive projects.
2. Additional relevant experience with financial structuring, financial modelling and FID-related decision-making.
3. Additional relevant experience with commercial structuring, contracting and governance advisory experience

For each selection criterion, points will be awarded as follows:

Number of suitable reference assignments	Score
1 suitable reference assignment	0 points
2 suitable reference assignments	1 point
3 suitable reference assignments	3 points
More than 3 suitable reference assignments	5 points



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

4.6 Documents and Supporting Evidence to be Submitted

The table below indicates which documents and supporting evidence referred to in this chapter must be submitted with the request to participate. You are not required to submit all documents and supporting evidence immediately. The supporting evidence listed in the column 'Upon request' only needs to be submitted by potentially selected candidates and, where applicable, subcontractors or third parties on whose capacity the candidate relies.

You must be able to provide the supporting evidence within a short period of time, generally within five (5) working days after a request to that effect. Failure to provide the documents listed below may result in exclusion from further participation in the tender procedure, unless the Contracting Authority considers this to be disproportionate.

We recommend that you collect the supporting evidence referred to below in good time and keep it available.

The Contracting Authority may request additional evidence. The Contracting Authority also reserves the right to conduct, or have conducted, further investigations into your declarations or into your undertaking.

	Description	With request to participate	Upon request
General declarations	Cover letter	X	
	European Single Procurement Document (ESPD)	X	
Evidence relating to grounds for exclusion	Registration in the national professional or trade register	X	
	Declaration pursuant to Regulation EU 2022-576	X	
	Dutch procurement conduct declaration (Gedragsverklaring Aanbesteden)		X
	Certificate of conduct for legal persons (VOG RP)		X
	Statement from the Dutch Tax and Customs Administration		X
Suitability requirements	Coverage of liability risks		X
	Auditor's report on the annual accounts		X
	Candidate Reference Statement	X	
	Quality management system		X
	Environmental management system		X
	Information security management system		X
	Business continuity management system		X
	Availability guarantee		X
	Occupational health and safety management system		X



5 Instructions and Conditions

This chapter sets out the conditions and provisions that apply in the context of this tender procedure. It also contains the instructions with which all requests to participate must comply in order to be considered. These instructions are intended to ensure fair competition between candidates.

Requests to participate that are submitted in a different manner or that do not comply with the applicable conditions will generally be deemed invalid and will not be assessed further. In that case, you will be informed in writing, stating the reason.

5.1 Use of the Procurement Platform

The Contracting Authority will make all procurement documents available via the procurement platform. You may submit your request to participate exclusively via the procurement platform. The Contracting Authority is not responsible in any way for the use of the procurement platform and expressly excludes any liability in this respect.

To the extent that descriptions on the procurement platform and in this Selection Guide are inconsistent, the descriptions in this Selection Guide will prevail over the descriptions on the procurement platform.

5.2 Reservations of the Contracting Authority

The Contracting Authority reserves the right to suspend the tender procedure in whole or in part, to discontinue it temporarily or permanently, and/or not to proceed with entering into the agreement. In that case, you will be informed in writing, stating the reason. Reasons may include, but are not limited to, insufficient competition, changed requirements or budgetary constraints.

5.3 Governing Law

This tender procedure is governed by Dutch law.

5.4 English Language

You must prepare your request to participate in the English (UK) language. Communication, documents and correspondence in the context of this tender procedure and any resulting assignment must be in English (UK). Other languages are not permitted.

5.5 Participation with Subcontractors

In addition to the requirements for participation with subcontractor(s) described in Chapter 4 of this Selection Guide, the following applies.

If you, as a candidate, rely on one or more subcontractors in order to meet one or more suitability requirements, you must state:

which subcontractor(s) this concerns; and
for which part of the assignment the subcontractor(s) will be engaged, or for which suitability requirement(s) you rely on the subcontractor(s).

After submission of the request to participate, the composition of the main contractor and one or more subcontractor(s) may only be changed with the prior written approval of NEO NL.

The subcontractor(s) will perform certain activities on behalf of and under the responsibility of the Contractor. In this structure, the main contractor remains fully liable for the fulfilment of the obligations



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

arising from the request to participate and, where applicable, for the performance of the assignment. The main contractor is also liable for the performance of the obligations of the subcontractor(s) it engages.

The Contractor must actually deploy the relevant subcontractor(s) in the performance of the assignment in accordance with the request to participate. Where the Contractor relies on the relevant subcontractor(s) in order to meet one or more suitability requirements, the main contractor must demonstrate that it will actually have access, during performance of the assignment, to the necessary resources of the relevant subcontractor(s), including knowledge, personnel and equipment.

It is not permitted to engage a subcontractor to whom a ground for exclusion applies, unless NEO NL explicitly permits this for one or more of the reasons referred to in Sections 2.86a, 2.87a and 2.88 of the Dutch Public Procurement Act 2012. At our request, you must provide evidence demonstrating that no grounds for exclusion apply to your subcontractor(s).

5.6 Participation as a Consortium

All members of a consortium declare, by submitting a request to participate, that they accept responsibility in the context of the tender procedure and, where applicable, the performance of the assignment.

The consortium must state in its request to participate which legal person or natural person will act as the point of contact during this tender procedure and, during the contract period, as the lead party on behalf of the consortium.

Parties that participate as a member of a consortium may not also submit a request to participate independently or as part of another consortium. If this nevertheless occurs, all requests to participate concerned will be deemed invalid.

Changes to the composition of the consortium after submission of the request to participate may only be made with the prior written approval of NEO NL. Changes made without such approval will generally result in exclusion from further participation in the tender procedure.

The members of the consortium must be jointly and severally liable for the full and proper performance of all obligations towards NEO NL, unless NEO NL agrees otherwise in writing. The agreement may be signed by all members of the consortium or by the lead party duly authorised to represent all members of the consortium.

If the agreement is awarded to a consortium, NEO NL may require the consortium to adopt a specific legal form after award, provided that this is necessary for the proper performance of the assignment. In that case, the members of the consortium must ensure that the chosen legal form preserves their joint and several liability towards NEO NL.

5.7 Submission in Accordance with the Procurement Documents

As a candidate, you must base your request to participate on the procurement documents. If you fail to provide the requested information, or if the information provided is incomplete or incorrect, this will generally result in the request to participate being deemed invalid and in exclusion from further participation in the tender procedure.

For the purposes of this paragraph, 'incorrect' includes amending information in the procurement documents or failing to use a prescribed appendix or form.



5.8 Conditional Requests to Participate

A request to participate that is subject to conditions or reservations will generally be deemed invalid and excluded from further participation in the tender procedure.

5.9 Partial Requests to Participate

Submitting a request to participate for only part of the assignment is not permitted.

5.10 Signing of the ESPD

A signature on the ESPD also constitutes signature of the request to participate. The request to participate itself and the documents and declarations submitted with it therefore do not need to be signed separately, unless expressly stated otherwise in this Selection Guide.

The ESPD must be validly signed by a natural person authorised to do so. The authority of the signatory must be evident from the extract from the Chamber of Commerce, the registration in the national professional or trade register in the country of establishment or, in the absence thereof, another form of evidence as referred to in Section 2.98 of the Dutch Public Procurement Act 2012.

A signatory who is not registered as an authorised representative in the professional or trade register must be authorised by a person who does have representative authority. The power of attorney must be added to the request to participate.

Please note that the ESPD is an interactive PDF form. The form may automatically prefill answers that are favourable to the candidate. It is the candidate's responsibility to verify that the completed information is correct.

An incomplete, incorrectly completed or invalidly signed ESPD will generally result in exclusion from further participation in the tender procedure.

5.11 Multiple Participation

A candidate, whether a legal person, natural person or company, may participate only once in this tender procedure, either independently or as a member of a consortium.

A legal person or company acting as a subcontractor for one candidate may not also submit a request to participate independently or as a member of a consortium, unless the Contracting Authority expressly permits this.

For the purposes of this provision, legal persons and/or companies will in any event be regarded as one legal person or company if they meet one or more of the following conditions:

- a. they are affiliated with each other within the meaning of Section 2:24a of the Dutch Civil Code;
- b. they form part of the same group within the meaning of Section 2:24b of the Dutch Civil Code; or
- c. they are affiliated with each other under comparable legal concepts under foreign law.

NEO NL will not exclude legal persons or companies if they demonstrate that, in their specific case, there is no real risk of practices that could threaten transparency, distort competition between candidates or otherwise influence their conduct in this tender procedure.

A candidate may not also act as a third party on whose capacity another candidate relies. A third party may not provide financial or economic standing for multiple candidates where this relates to the suitability requirements concerning financial and economic standing.



5.12 Contradictions, Ambiguities or Deficiencies in the Request to Participate

The absence of requested information, declarations or documents will generally result in exclusion from further participation in the tender procedure.

For the purposes of this paragraph, 'generally' means that exclusion is the starting point where the missing information is necessary for the assessment or comparison of requests to participate, where the accuracy of the information cannot be objectively established afterwards, or where clarification or supplementation would amount to a material change to the request to participate.

If there is an obvious and remediable omission, the Contracting Authority may request clarification or supplementation, only insofar as this concerns information that can be objectively established as having been available before expiry of the submission deadline and insofar as this does not result in a material change to the request to participate.

Under equal circumstances, all candidates will be offered the same opportunity for remedy in the same manner.

If there are contradictions, ambiguities or deficiencies in a request to participate and the Contracting Authority considers these to constitute an obvious and remediable omission, the Contracting Authority reserves the right to request clarification and/or supplementation. Such clarification and/or supplementation may not result in a material change to the request to participate. If, in the opinion of the Contracting Authority, it does result in such a material change, the clarification and/or supplementation will not be taken into account.

5.13 Cooperation with Investigations

The Contracting Authority reserves the right to investigate, or have investigated, the accuracy of the declarations, documents and information submitted by the candidate, as well as the candidate's financial and economic standing, technical and professional ability and/or integrity.

The candidate is required to fully cooperate with such investigation, both during any phase of the tender procedure and, where applicable, after award of the agreement.

5.14 Cost Compensation

Candidates are not entitled to compensation of costs incurred in connection with this tender procedure.

The Contracting Authority has carefully considered this provision in accordance with Requirement 3.8A of the Dutch Proportionality Guide and the Tender Cost Compensation Guidelines of October 2018.

In the event of an unexpected withdrawal of the tender procedure for reasons not attributable to candidates, the Contracting Authority will reconsider whether tender cost compensation is appropriate.

5.15 Status of Information in the Procurement Documents

Without prejudice to the other reservations included in the procurement documents, interested parties and candidates may derive rights in relation to this tender procedure only from information included in the procurement documents.

The Contracting Authority is not liable for the inaccuracy or incompleteness of information about the assignment obtained by an interested party or candidate through other channels.



Interested parties and candidates must, where they consider this necessary or desirable, inform themselves at their own expense and risk about, among other things, the technical aspects, the public-law framework and any other matters they consider relevant in connection with their participation in the tender procedure.

5.16 Brand Names

Where the procurement documents refer, in connection with technical specifications, to a specific make, origin, special process, brand, patent, type, source or production method, such reference is intended as an example only.

In such cases, the reference must be read as including the words 'or equivalent', even if those words are not expressly stated.

5.17 Contradictions, Ambiguities or Deficiencies in the Procurement Documents

If there are contradictions, ambiguities or deficiencies in the procurement documents, you must notify the Contracting Authority as soon as possible and in any event before the deadline for the final question round.

The Contracting Authority expects interested parties and candidates to adopt a proactive approach, so that the procurement documents can be corrected effectively where necessary.

If an interested party or candidate does not report contradictions, ambiguities or deficiencies, or does not do so in time, the right to complain or raise objections about those matters at a later stage will lapse.

If, after taking note of the clarification notice or clarification notices, you still consider that there are contradictions, ambiguities or deficiencies, you may submit a complaint to NEO NL. See the complaints procedure in Appendix F.

5.18 Exclusion as a Result of Discontinuation of Business Activities or Takeover

If, during the tender procedure, you as a candidate or as a consortium are required to discontinue the business activities relevant to this tender procedure, or if your undertaking is taken over, you must inform the Contracting Authority immediately. In that case, the Contracting Authority reserves the right to exclude your undertaking from further participation in the tender procedure.

5.19 Communication during the Tender Procedure

Communication regarding the tender procedure must take place exclusively via the procurement platform. During the tender procedure, it is not permitted to contact employees of NEO NL or organisations involved in the tender procedure in order to obtain information about the tender procedure.

Acting in breach of this provision will generally result in exclusion from further participation in the tender procedure.

5.20 Influencing the Assessment

As an interested party or candidate, you are not permitted to contact any member of the evaluation committee, employees of NEO NL or any other person involved in the tender procedure for information relating to the tender procedure.



Any attempt to influence, in any manner whatsoever, employees or other persons involved in this tender procedure will generally result in exclusion from further participation in the tender procedure.

5.21 Objection to the Selection Decision

The selection decision does not trigger the statutory standstill period referred to in Section 2.127 of the Dutch Public Procurement Act 2012, as that standstill period applies to the award decision.

Candidates that do not agree with the selection decision must notify the Contracting Authority of their objection in writing within seven (7) calendar days after dispatch of the selection decision. If a candidate does not object within this period, the candidate will be deemed to have accepted the selection decision and will no longer be entitled to raise objections against that decision at a later stage.

5.22 Complaints Handling

Het kan voorkomen dat bij een ondernemer ontevredenheid bestaat over hoe NEO NL tijdens de procedure acteert of heeft geacteerd. Dit kan leiden tot een klacht. Iedere (potentiële) inschrijver die belang heeft bij de aanbesteding kan een gemotiveerde klacht indienen. Als u een klacht heeft, doet u er als geïnteresseerde of als inschrijver goed aan uw klacht in een zo vroeg mogelijk stadium in te dienen.

Als algemeen uitgangspunt geldt: eerst vragen, dan klagen. Voordat u een klacht indient, stelt u in beginsel eerst een vraag. Een ander algemeen uitgangspunt is dat u tijdig klaagt en dat wij de klacht tijdig afhandelen. We definiëren 'tijdig' als: redelijke en werkbare termijnen die tegemoetkomen aan de belangen van de klager en van NEO NL.

De klachtenprocedure is opgenomen in bijlage F.

Op hoofdlijnen is de klachtenprocedure als volgt:

- De ondernemer dient zijn klacht schriftelijk in bij het klachtenloket van NEO NL door een e-mail te sturen naar: procurementcomplaints@neonl.com. Het klachtenloket stuurt een ontvangstbevestiging.
- In de klacht:
 - a) staan de datum van versturen, naam en contactgegevens van de ondernemer en de aanduiding van de aanbesteding. Het is niet mogelijk om anoniem te klagen.
 - b) maakt de ondernemer duidelijk:
 - i) dat het een klacht betreft,
 - ii) wat de klacht is, en
 - iii) hoe de klacht volgens hem zou kunnen worden verholpen.
- Het klachtenloket kan de ondernemer in de gelegenheid stellen om op korte termijn in overleg te treden met het klachtenloket voor een toelichting.
- Het klachtenloket geeft zo nodig aan NEO NL aan of de aanbesteding of de bezwaartermijn moet worden opgeschort. NEO NL neemt dit advies over of wijkt hier gemotiveerd vanaf.
- Het klachtenloket neemt de klacht inhoudelijk in behandeling en communiceert de uitkomst van de klachtafhandeling (het advies) aan NEO NL en aan de ondernemer die de klacht heeft ingediend.
- NEO NL neemt het advies van het klachtenloket in beginsel over. NEO NL wijkt alleen af van het advies als zij hier op redelijke gronden niet in kan meegaan en motiveert dit dan zorgvuldig. NEO NL communiceert haar beslissing (inclusief motivering als zij van het advies afwijkt) aan de ondernemer.



- De ondernemer kan op basis hiervan besluiten om wel of geen vervolgstappen te nemen.
- NEO NL maakt haar beslissing geanonimiseerd bekend aan de betrokken ondernemers (geïnteresseerden dan wel inschrijvers) via bijvoorbeeld een nota van inlichtingen of de berichtenmodule van het aanbestedingsplatform.

An economic operator may be dissatisfied with the way in which NEO NL acts or has acted during the procedure. This may lead to a complaint. Any interested party or candidate that has an interest in the tender procedure may submit a reasoned complaint. If you have a complaint, you are advised to submit it at the earliest possible stage.

As a general principle, questions should be asked before complaints are lodged. Before submitting a complaint, you should in principle first submit a question. Another general principle is that complaints must be submitted in good time and that the Contracting Authority must handle complaints in good time. For this purpose, 'in good time' means within reasonable and workable time limits that take into account the interests of both the complainant and NEO NL.

The complaints procedure is included in Appendix F.

In broad outline, the complaints procedure is as follows:

- The economic operator submits its complaint in writing to NEO NL's complaints desk by sending an email to: [email address]. The complaints desk will send an acknowledgement of receipt.
- The complaint must:
 - a. state the date of submission, the name and contact details of the economic operator and the identification of the tender procedure. Anonymous complaints are not permitted;
 - b. clearly state:
 - i) that it concerns a complaint;
 - ii) what the complaint is; and
 - iii) how, in the economic operator's view, the complaint could be remedied.
- The complaints desk may give the economic operator the opportunity to consult with the complaints desk at short notice in order to provide an explanation.
- Where necessary, the complaints desk will advise NEO NL whether the tender procedure or the objection period should be suspended. NEO NL will either follow this advice or provide reasons for deviating from it.
- The complaints desk will assess the substance of the complaint and communicate the outcome of the complaints handling process, including its advice, to NEO NL and to the economic operator that submitted the complaint.
- In principle, NEO NL will follow the advice of the complaints desk. NEO NL will only deviate from the advice if it cannot reasonably accept it and will carefully state its reasons for doing so. NEO NL will communicate its decision, including reasons if it deviates from the advice, to the economic operator.
- On that basis, the economic operator may decide whether or not to take further steps.
- NEO NL will communicate its decision in anonymised form to the economic operators involved, such as interested parties or candidates, for example by means of a clarification notice or via the messaging module of the procurement platform.



Date: 08-07-2026

Version number: 1.0

Reference: PID26051

Appendices

**Appendix A: General Terms and Conditions for Public Service Contracts 2025
(ARVODI 2025)**

Appendix B: European Single Procurement Document

Appendix C: Reference Statement

Appendix D: Questions and Comments Form

Appendix E: Declaration pursuant to Regulation EU 2022-576

Appendix F: Complaints Procedure

Appendix G: NEO NL Code of Conduct

