



Tender Document

**Invitation to tender in accordance with
the European open procedure for access
for CPB to international macro-economic
and financial data by means of a Data
portal and an API**

Publication date:	26 October 2026
Reference TN:	TN 611050
Reference IUC:	IUC202508086

Table of Contents

Definition of terms	4
1. Introduction	6
1.1 CPB and IUC-EZK/LVVN	6
1.2 Time schedule	6
2. Description of assignment	7
2.1 Reason for this invitation to tender	7
2.2 Description and objective of the assignment	7
2.3 Desired end result	7
2.4 Lots	7
2.5 Contract Period	8
2.6 Scope of the assignment	8
3. Requirements to this assignment	9
3.1 Requirements and conditions relating to the data, Data portal and User accounts	9
3.2 Requirements and conditions relating to the Government Information Security Baseline ..	11
3.3 Requirements and conditions relating to Contract management	12
3.4 Requirements and conditions relating to the prices/rates	13
3.5 Tax-related requirements	14
3.6 Invoicing requirements	14
4. Requirements concerning the Tenderer	16
4.1 Introduction	16
4.2 Exclusion Grounds	16
4.3 Suitability Requirements	17
4.3.1 <i>Reference data (technical qualifications)</i>	17
4.4 Professional/trade register extract	18
5. Award criteria and assessment	19
5.1 Introduction	19
5.2 Assessment methodology	19
5.3 Award criteria relating to the Quality	19
5.3.1 <i>Functionality and User-friendliness of the Data portal and API</i>	19
5.3.2 <i>Data coverage and additional Datasets</i>	20
5.3.3 <i>Data quality and reliability</i>	20
5.3.4 <i>Service, support and user assistance</i>	21
5.3.5 <i>Retention of historical Datasets after termination of the Contract</i>	22
5.4 Assessment method for qualitative award criteria	23
5.5 Award criterion relating to prices/rates (exclusive of VAT)	26
6. Assessment of the Tender	27
6.1 Assessment of the Tender's completeness and legal validity	27
6.2 Assessment of requirements relating to the assignment	27
6.3 Assessment of award criteria relating to the assignment	27

6.4	Determination of definitive total score	27
6.5	Assessment of evidence.....	28
6.6	Implementation period	28
6.7	Waiting Room Agreement	29
7.	Submission procedure for Tenders.....	31
7.1	Statement of agreement.....	31
7.2	Schedule.....	31
7.3	General procedure	31
7.3.1	<i>Communication</i>	31
7.3.2	<i>eHerkenning</i>	31
7.3.3	<i>Questions and additional information/changes</i>	31
7.3.4	<i>Validity period and submission of Tender</i>	32
7.3.5	<i>Variants on Tender</i>	32
7.3.6	<i>Costs of submitting a Tender</i>	32
7.3.7	<i>Termination of tendering process</i>	32
7.3.8	<i>Order of precedence of documents</i>	32
7.3.9	<i>Information about the Tenderer's obligations</i>	32
7.3.10	<i>Guide Information security and Privacy for suppliers</i>	33
7.3.11	<i>Inconsistencies and objections</i>	33
7.3.12	<i>Complaints procedure</i>	33
7.3.13	<i>Dispute resolution</i>	33
7.3.14	<i>Submission of the Tender</i>	33
7.3.15	<i>Structure and content of the Tender</i>	34
7.3.16	<i>Legally binding signature</i>	34
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i>	34
7.3.18	<i>Single Tender</i>	35
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	35
7.3.20	<i>Communication and language</i>	35
7.3.21	<i>General Terms and conditions</i>	35
7.3.22	<i>Contract conditions</i>	35
7.3.23	<i>Explanation and verification of the Tender</i>	36
7.3.24	<i>Request for supplementary information concerning the Tender</i>	36
7.3.25	<i>Announcement of the award of the Contract</i>	36
7.3.26	<i>Use of AI (including generative AI)</i>	37
Annexes		38

Definition of terms

Term	Definition
<i>API</i>	Application Programming Interface: a collection of endpoints (URLs) and protocols that enable programmatic access to timeseries and Meta data.
<i>Budgetary forecasts</i>	Estimates of expected future revenues, expenses, and overall budget requirements
<i>Contract</i>	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
<i>Contracting Authority / CPB</i>	The State of the Netherlands, represented by the Minister of EZK who concludes the Contract with the Contractor on behalf of the Netherlands Bureau for Economic Policy Analysis (CPB).
<i>Contractor</i>	The party with whom the Contracting Authority concludes the Contract.
<i>Data portal</i>	A data portal is a centralized platform that allows users to discover, access, analyze, visualize and share data from multiple sources through a single environment.
<i>Data Processing Agreement</i>	An agreement signed by the contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARBIT, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If so, the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements on the Processing of Personal Data in the context of the Contract.
<i>Dataset</i>	A group of timeseries, usually from the same source.
<i>European Single Procurement Document</i>	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
<i>Excel Add-In</i>	A plug-in for Microsoft Excel that enables direct downloading of data and Meta data into worksheets, with automated refresh features.
<i>Exclusion Ground</i>	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
<i>Financial Risk Report (FRR)</i>	Annual CPB publication focussing on the financial sector.
<i>General Terms and Conditions</i>	General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022).
<i>Implementation Period</i>	A two (2) month phase prior to the operational start date of the Contract, required to migrate to the new Contractor. During this period, full system functionality is required, though the number of User accounts and the number of users of the API may be restricted. Data accessed from the new Contractor during this implementation period will be used strictly for testing and validation, and will not be used in production.
<i>International Data</i>	Macro-economic and financial data that covers or originates from different countries across the world.
<i>Intern account</i>	An intern account is a temporary user account intended exclusively for interns (e.g. students) engaged by CPB who require access to the data for thesis research or comparable purposes. Such accounts are intended for occasional, ad hoc use.
<i>IUC-EZK/LVVN</i>	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process. This IUC handles the tendering processes for the Ministry of EZK and

	the Ministry of the Agriculture, Fisheries, Food Security and Nature (LVVN), including all their departments, such as the CPB.
<i>Memorandum of Information</i>	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This consists of the questions and answers submitted via TenderNed via the TenderNed 'Questions and Answers' facility or via Annex 8.
<i>Meta data</i>	Descriptive information about a timeseries, which should include at least the name, a description, the source, and the date of the last modification, and preferably also the unit, scale and region if applicable.
<i>Most Economically Advantageous Tender</i>	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
<i>Publicly available source(s)</i>	Information openly accessible on the internet without fee or permission barriers and published under licenses or terms that allow reuse, redistribution, and modification.
<i>Public Procurement Act</i>	The Dutch Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>).
<i>Suitability requirements</i>	The requirements with which Tenderers must comply in order to be eligible to win the Tender.
<i>Tender</i>	A quotation submitted by the Tenderer in response to this Tender Document.
<i>Tender Document</i>	This document and all of its annexes.
<i>Tenderer</i>	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
<i>Time Series</i>	An ordered sequence of data points indexed in time order, where each point has a timestamp (or time period) and a value representing a measurement of a variable over time.
<i>Unique Time Series</i>	A Time Series uniquely identified by a persistent code.
<i>User account(s)</i>	Digital identity that allows an individual access to the Data portal and Excel Add-In.
<i>User-friendly / User-friendliness</i>	The extent to which something is organised in a logical, efficient and comprehensible manner for the user, so that users can find, view, use and download datasets with minimal effort and without unnecessary complexity.
<i>Vintage</i>	Version of the data (e.g. a timeseries) as it existed at a specific release date.
<i>Waiting Room Agreement</i>	The conditional agreement entered into between the Contracting Authority and the Tenderer ranked second in the evaluation. This agreement binds this Tenderer to maintain its Tender valid and binding for the designated period in the Waiting Room Agreement, enabling the Contracting Authority to award the Contract to this Tenderer if the top-ranked Tenderer fails to meet the execution requirements, implementation, or is otherwise terminated.
<i>World Trade Monitor (WTM)</i>	The CPB World Trade Monitor (WTM) brings together, aggregates, and summarizes worldwide monthly data on international trade and industrial production. Its purpose is to report monthly developments in trade and production at the earliest possible date, covering a sample of countries as large as possible.

1. Introduction

The Tender Document at hand contains information regarding this invitation to Tender conducted in accordance with the European open procedure for access for The Netherlands Bureau for Economic Policy Analysis (CPB) to international macro-economic and financial data by means of a Data portal and an API. You are hereby invited to submit a Tender based on this Tender Document.

1.1 CPB and IUC-EZK/LVVN

This tendering process is being conducted on the instructions of the CPB. IUC-EZK/LVVN will act as process manager during this tendering process.

CPB

CPB is an independent institute that carries out research on the Dutch economy and how socio-economic policy in the Netherlands can be improved. CPB translates scientific knowledge into easy-to-understand information for policymakers and society as a whole. What CPB does is based on the conviction that a deeper understanding of the economy helps create better policies for the Netherlands.

1.2 Time schedule

The schedule below applies to this tendering process.

Monday 26 October 2026	Issuing of publication and start of tendering period.
Thursday 19 November 2026, until 10:00 AM (CET)	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document, the Data Processing Agreement and the Contract (including the General Terms and Conditions) and/or proposals for textual amendments to the draft Contract (including the General Terms and Conditions).
Thursday 3 December 2026	Issuing of Memorandum of Information.
Thursday 7 January 2027, until 11:00 AM (CET)	Deadline for the receipt of Tenders and opening of new Tenders by the Contracting Authority.
Up to and including Monday 1 February 2027	Assessment of Tenders.
Tuesday 2 February 2027	Announcement of the award of the Contract.
Tuesday 23 February 2027	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
Thursday 25 February 2027	Deadline for the top-ranked Tenderer and the second-ranked Tenderer to provide the evidence requested by the Contracting Authority.
Thursday 25 February 2027 – Friday 26 February 2027	Signing of the Contract with the top-ranked Tenderer and signing of the Waiting Room Agreement with the second-ranked Tenderer.
Monday 1 March 2027	Effective date of the Contract: Implementation Period.
Monday 1 March 2027 – Monday 31 May 2027	The period during which the Waiting Room Agreement is in effect.
Saturday 1 May 2027	Operational start date of the Contract: Year 1.

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

2. Description of assignment

2.1 Reason for this invitation to tender

CPB is an independent institute and its core tasks are conducting economic research and making forecasts for the Dutch and international economy (see also section 1.1). The Dutch government relies on the economic forecasts of the CPB for the Budgetary forecasts. To be able to perform the forecasts the CPB uses Time Series of International Data (including trade data, macroeconomic data and financial data). At the same time, the CPB uses the data for the World Trade Monitor (WTM) and the Financial Risk Report (FRR) among other things. These are essential tasks for CPB. Without up-to-date and reliable data, the CPB is not able to perform these tasks. The WTM for instance is performed every month with a very short lead time, using the latest available data to be as accurate as possible. Because the WTM is partially financed by the European Commission, a lack of (accurate) data could mean that the CPB will fail to meet contractual obligations towards them.

Other primary processes of the CPB like forecasting also take place under high time pressure which places demands on the quality, reliability and availability of data. Because of the high time pressure, there is limited time to check all the data at every download requiring it to be reliable every time it is used. The FRR also uses a vast array of financial and macro-economic data. The purpose of the FRR is to identify the key risks in the global financial system that could impact the real economy and vice versa. The requested data are also used for various other CPB research studies. These research activities consist of improving economic models but also economic analyses about the labour market, climate and environment, health care, general welfare, macro- and international economics, public finances and more.

2.2 Description and objective of the assignment

The Tenderer submits an offer for continuous access for CPB to international macro-economic and financial data by means of a Data portal and an API. The offer meets the desired end result (see section 2.3), the requested data (see section 3.1), and the stated requirements to this assignment (see section 3).

2.3 Desired end result

The Contractor provides access to an international Dataset by means of a Data portal and an API which should include an Excel Add-In and a desktop and/or web application. The international Dataset meets the stated requirements to this assignment (see section 3). This data is made available through a Data portal that allows users to download the data using an Excel Add-In and use a desktop and/or web application to view, analyze and visualize it within the portal to determine whether the timeseries fulfill the desired requirements. In addition, the data must be capable of being downloaded automatically via an API. Because of the high time pressure for most of the core tasks of the CPB, there is no time to download manually and to check all the data at every download requiring it to be reliable every time it is used.

2.4 Lots

The invitation to tender has not been divided into lots, because the services and Datasets requested under this Contract form a functionally and technically coherent whole that must be delivered through one Data portal and API, and used jointly within CPB's core processes. These processes require that all data are provided according to a uniform methodology and quality framework, in order to ensure consistency, comparability and traceability of CPB's outputs.

Splitting the Contract into lots could lead to multiple suppliers being responsible for interdependent data streams, which would increase the risk of discrepancies in definitions, revisions, timing and reporting formats, and would require extensive reconciliation by CPB under high time pressure. This would undermine the reliability of CPB's statutory outputs and increase operational and contractual risks. For these reasons, awarding the Contract to a single Contractor is necessary and proportionate.

2.5 Contract Period

The Contracting Authority intends to conclude a Contract for a period of five (5) years, including a unilateral option for the Contracting Authority to extend the Contract five (5) times by one (1) year, see annex 2 (ARBIT-2022 Model Contract IUC202508086). Prior to the operational start of the Contract, there shall be an Implementation Period of two (2) months. The maximum total term of the Contract, including the Implementation Period and all extensions, shall therefore be ten (10) years and two (2) months.

2.6 Scope of the assignment

The maximum Contract value for the initial five (5) Contract years, including the Implementation Period, is EUR 625.000,00 (exclusive of VAT).

The Contracting Authority has estimated a total Contract value, including optional extension years, of EUR 1.400.000,00 (exclusive of VAT).

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

3. Requirements to this assignment

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

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the Contract period and that you agree to the statement in annex 7, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements and conditions relating to the data, Data portal and User accounts

Required times series and data	
3.1.1	The Contractor shall provide continuous access to up-to-date Time Series for the WTM and forecasting for at least the countries and variables listed in annex 9. The lists include: • Trade data (like merchandise trade, total imports and exports); • Import and export prices; • Industrial production data, or where unavailable, manufacturing data; • Commodity prices; • Energy prices; • Interest rates, including some futures; • Exchange rates. The lists in annex 9 constitutes the minimum required dataset for this Contract. All data shall be provided with sufficient historical depth to allow modelling and forecasting, as early as the public source from where the data originates.
3.1.2	The Contractor shall provide continuous access to up-to-date financial and macro-economic Time Series for the FRR, including at least: • Government yields for different maturities; • Volatility indices (e.g. VIX and VSTOXX); • Stock market indices; • Exchange rates; • Sovereign debt ratios; • Bank capital ratios (e.g. CET1 and 2); • Interest rate spreads between investment-grade and high-yield debt.
3.1.3	All Time Series specified in 3.1.1 and 3.1.2 shall be accessible via each of the following: a Data Portal, an Excel Add-In and an API. The Contractor shall guarantee that all listed Time Series are available throughout the entire Contract term.
3.1.4	Where Time Series originate from Publicly available sources, the Contractor shall integrate such data into their Datasets upon request by CPB at no additional cost.
3.1.5	The Contractor shall provide coverage of at least the following national and international sources, additionally to the Datasets stated in 3.1.1 and 3.1.2: • IMF; • World Bank; • OECD; • BEA, BLS and the Census Bureau; • Eurostat; • Major central banks like: ◦ FED ◦ ECB ◦ Bank of England and benchmark Datasets for developed, developing and emerging markets for: • Equities; • Fixed income; • Commodities.

3.1.6	All data originating from national sources shall be available in the Contractor's system within 24 hours after official release. Because the WTM is performed every month with a very short lead time and using the latest available data to be as accurate as possible, the release of data from national sources should be timely.
3.1.7	CPB shall be entitled to publish any data obtained under this Contract, provided that the source of the Contractor is cited. Any contractual, intellectual property or licensing restrictions that apply to specific Datasets shall not prevent CPB from publishing the data for research, policy, statistical and reporting purposes.
3.1.8	All Time Series shall include Meta data.

User accounts	
3.1.9	The Contractor shall provide CPB with access to ten (10) User accounts.
3.1.10	At least 5 users, not necessarily the same users as the users with a User Account, shall be able to use the API.
3.1.11	The User accounts shall be flexibly assignable to individual users, allowing CPB to reassign accounts over time in response to changing project needs. This requirement shall be met in at least one of the following ways: - CPB is able to assign and reassign User accounts independently via a user interface; or - The Contractor assigns or reassigns User accounts upon request by CPB within a maximum of two (2) working days. For context: in the current situation CPB requires about five (5) reassignments per year.
3.1.12	Where CPB engages interns (e.g. students) who require temporary access to the data for thesis research or comparable purposes, the Contractor shall provide Intern accounts in addition to the ten (10) User accounts specified in requirement 3.1.9. Each Intern account shall be provided on an as-needed basis for a maximum period of three (3) consecutive months. A maximum of two (2) Intern accounts may be active concurrently at any given time. These accounts may be reallocated to different interns throughout the year, reflecting the occasional and temporary nature of internships. Intern accounts are not intended for continuous or year-round use.

Required functionalities	
3.1.13	All available Time Series included in the Contract, including Meta data, shall be accessible via the Data portal and downloadable via each of the following: the Data portal, an Excel Add-In, and an API. The Data portal, Excel-add-In and API are available 24 hours a day, excluding scheduled maintenance. A User account shall provide unlimited access to the Data portal and Excel-Add-In. At least five (5) users shall be able to use the API.
3.1.14	For the desktop application and Excel Add-In, there shall be no limits on the number of Time Series that can be downloaded. For the API, a usage limit is acceptable, provided that at least five thousand (5.000) Unique Time Series can be downloaded per Contract year. There shall be no limit on the number of times that a Unique Time Series may be downloaded within that Contract year.
3.1.15	The Data portal shall enable users to not only download the data, but also view, analyze and visualize it to determine whether the Time Series fulfill the desired requirements prior to use.
3.1.16	The Data portal and API shall provide search functionality without limits, allowing users to search available Time Series and the names of these series based on at least: - Keywords; - Descriptions; - Data sources; - Frequencies.
3.1.17	The Contractor shall provide a Python or R-package, that facilitates the use of the API for data retrieval and automation.

Support and communication	
3.1.18	The Contractor shall provide a support desk free of charge for questions and requests submitted by CPB and for reporting and resolving incidents and defects.
3.1.19	The support desk shall be reachable by e-mail and telephone on regular working days. The contact details of the support desk shall be provided to the Contracting Authority no later than the effective date of the Implementation Period.
3.1.20	The Contractor shall ensure that all questions and requests submitted by CPB receive an initial response within a maximum of two (2) working days. Response time is defined as the period between receipt of the request (by e-mail or telephone) and the first substantive response addressing the issue.
3.1.21	The Contractor shall appoint a single point of contact (account manager) responsible for all communication regarding service. In the event of absence of the account manager (due to illness, vacation or other circumstances), the Contractor shall immediately appoint a qualified replacement and inform CPB. CPB shall likewise appoint a single point of contact for communication with the Contractor.
3.1.22	All communication between the Contractor and Contracting Authority, including user instructions, shall be in Dutch or English.
3.1.23	The Contractor shall proactively inform the Contracting Authority of relevant market, product or service developments that may reasonably affect the services provided under this Contract.
3.1.24	The Contractor shall provide a full description of the functionalities of the Data portal, Excel Add-In and API and data structure. From this documentation it should be clear how to use the functionalities.

Start of the Implementation Period and the Contract	
3.1.25	The Contractor shall guarantee that the Data portal, API and Excel Add-In are immediately available and fully functional as of the effective date of the Implementation Period (see section: Definition of Terms and section 6.6). The Contractor must provide: • at least two User accounts for the Data portal and Excel Add-In • API access must be provided for at least one other user. That user must also have access to a limited Data portal that enables searches for Time Series and retrieval of Meta data and the most recent observations. If a reduced Data portal is not available, a third User account for the standard Data portal must be provided. Throughout the Implementation Period, the Contractor is required to provide full support as described in requirement 3.1.18 – 3.1.24.
3.1.26	The Contractor shall guarantee that the Data portal, API and Excel Add-In are immediately available as of the effective date of the Contract (directly following the Implementation Period), with the full number of User accounts (10) for the Data portal and Excel Add-In, and API access for at least 5 users.

3.2 Requirements and conditions relating to the Government Information Security Baseline

The Government Information Security Baseline (Baseline informatiebeveiliging Overheid or BIO in Dutch) is the basic standards framework for information security within all levels of government (central government, municipalities, provinces and water authorities). You can visit the following website for more information: [Government Information Security Baseline - Digital Government](#)

Objective

The Contractor must enable the Contracting Authority to comply with its obligations under the Baseline Information Security Government (BIO). The Contractor is responsible for the security of the solution it provides and the components thereof that fall under its management.

BIO requirements	
3.2.1	BIO support The Contractor shall implement technical and organizational measures that are demonstrably aligned with the relevant security measures set out in the BIO, insofar as these measures are applicable to the service provided under this Contract. The Contractor shall enable the Contracting Authority to demonstrate that the provided solution is BIO-compliant, insofar as this relates to the service provided by the Contractor.
3.2.2	Incident and data breach notification The Contractor shall notify the Contracting Authority without undue delay, and in any event no later than twenty-four (24) hours after becoming aware of it of any security incident or (personal) data breach that may affect the data of the Contracting Authority. Such notification shall be made in accordance with an agreed incident and breach notification protocol.
3.2.3	Data location and transfer The Contractor shall process and store the Contracting Authority's data exclusively within the European Economic Area (EEA), unless otherwise agreed in writing by the Contracting Authority. Any transfer of data outside the EEA shall only take place in compliance with the applicable requirements of the General Data Protection Regulation (GDPR) and in a manner consistent with the objectives of the BIO.
3.2.4	Business continuity and disaster recovery The Contractor shall maintain a Business Continuity Plan (BCP) and a Disaster Recovery Plan (DRP) covering the services provided under this Contract. These plans shall be tested periodically. Upon request, the Contractor shall make available to the Contracting Authority a test report or executive summary.
3.2.5	Access management The Contractor shall apply the principle of least privilege, perform periodic reviews of accounts, ensure that administrative actions are logged and implement strong authentication mechanisms for access, including multi-factor authentication (MFA).
3.2.6	BIO self-assessment or equivalent assurance report The Contractor shall provide the Contracting Authority, on an annual basis, with a BIO self-assessment or declaration. In the self-assessment, the Contractor shall clearly define and document its responsibilities with respect to the BIO requirements applicable to the service and to what extent the Contractor complies with the applicable BIO requirements. An equivalent independent assurance report, such as an ISAE 3402 report or comparable audit report, shall be accepted, provided that it sufficiently demonstrates compliance with the applicable BIO requirements.

3.3 Requirements and conditions relating to Contract management

3.3.1	At least once every quarter, an operational meeting shall be held between the Contractor and the Contracting Authority regarding the execution of the Contract. This meeting shall be used to discuss progress, bottlenecks and areas for improvement. The Contract Manager of the IUC-EZK/LVVN will not participate in the quarterly meetings and will only conduct the annual evaluation meetings.
3.3.2	At least once a year, a Contract evaluation shall be held between the Contractor and the Contracting Authority, under the supervision of the Contract Manager of the IUC-EZK/LVVN, to discuss the performance of the Contract. During this meeting, at least the following topics will be discussed: - The quarterly reports; - Number of complaints and their handling; - Market developments (if relevant); - Improvements (if relevant). The Contract Manager will organize the annual evaluation.
3.3.3	The single point of contact, as stated in requirement 3.1.21, will be accountable for the coordination of all contract-related matters.

3.4 Requirements and conditions relating to the prices/rates

3.4.1	The Tenderer shall provide an overview of the fixed total rates applicable to this Contract by filling in annex 1, entitled 'Prices and rates'.
3.4.2	The Tenderer shall submit a fixed annual price for each of the first five (5) Contract years as specified in annex 1.
3.4.3	The Tenderer shall also submit a fixed price for the Implementation Period and a price for extra User accounts and Intern accounts in addition to the amounts included in the fixed annual price for each Contract year, as specified in annex 1. The Tenderer must base the fixed price for the Implementation Period on a full initial implementation of the offered solution, regardless of whether the Tenderer is the current supplier. All costs associated with this full implementation must be included in the fixed price offered for the Implementation Period.
3.4.4	The total Tender price for the initial five (5) Contract years, including the preceding Implementation Period, shall not exceed EUR 625.000,00 (exclusive of VAT). The total Tender price consists of the fixed price for the Implementation Period as specified in requirement 3.4.3 and the sum of the fixed annual prices for the first (5) Contract years as specified in requirement 3.4.2. The prices for additional User accounts and Intern accounts referred to in requirement 3.4.3, as well as the prices for optional extension years, shall not be included in the calculation of the total Tender price. Any Tender exceeding this maximum amount shall be rejected.
3.4.5	The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
3.4.6	The agreed rates are fixed at least until May 1, 2032. Starting from the first optional Contract year, the price offered in Contract Year 5 may be indexed. Requests for indexation can be submitted only once a year, ultimately in the month of January. Requests for indexation can be made for all offered prices/rates as specified in annex 1. Requests for indexation must be sent to the following email address: contractmanagement@RVO.nl. Prices and rates may be adjusted in line with the price index published by Statistics Netherlands for Consumer Prices HICP, Euro area, MUICP, see: Consumer prices; HICP 2025=100, Netherlands and Europe CBS. For this purpose, the figure for the preceding month will be used, with the index for the starting date of Contract year 5 (May 1, 2031) being set at 100%. Contractor must submit a specified request for indexation together with a print of the information from Statistics Netherlands and make reference to the Contract. The request will contain the old prices/rates versus the new prices/rates. Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.

3.5 Tax-related requirements

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

3.6 Invoicing requirements

3.6.1	The Implementation Period and each Contract year shall be invoiced separately. Implementation Period Following successful completion and acceptance of the implementation, the Contractor may invoice the offered price for the Implementation Period as stated in annex 1 'Prices and rates'. Completion of the implementation shall occur when the Contractor has completed the implementation in accordance with the Contract. Acceptance shall take place if the implementation has been successfully completed and the requirements applicable to the Implementation Period and to the start of Contract year 1 have been met. Contract years For each Contract year, including any optional extension year, the Contractor may invoice in advance the applicable annual price as offered in annex 1 'Prices and rates' and, for any optional extension year, in accordance with requirement 3.4.6. The deliverable for the relevant Contract year consists of the granting of access to the Data portal, API and Excel Add-In in accordance with the Contract, including the applicable User accounts and API access and the maintenance and support included in the annual price. Completion shall occur when the Contractor has made the required access available for the relevant Contract year. Acceptance shall take place if the Contracting Authority has established that the required access is available in accordance with the Contract. Invoices shall be paid in accordance with the payment provisions of the ARBIT 2022.
-------	---

3.6.2	For companies established in the Netherlands only <u>E-invoicing</u> The General Terms and Conditions that apply to this Contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in the following ways: • Through the supplier portal; • Through a service provider; • Through Digipoort; • Through accounting software. For a more detailed explanation, please visit: www.helpdesk-efactureren.nl. For companies not established in the Netherlands The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands. These companies have to send their invoices to pdffacturen@minezk.nl.
-------	---

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you (annex 10). You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see section 7.3.16).

4.2 Exclusion Grounds

You can find the 'European Single Procurement Document' within the invitation to tender in TenderNed as annex 10. In this document, you will find the following Exclusion Grounds:

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

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

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

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

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

For information on types of evidence, see Section 2.89 of the Public Procurement Act.

wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203

The evidence consists of:

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

Please refer to [eCertis](#)

eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU. An equivalent form from the country (outside the EU) where the registrant is based is sufficient.

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

4.3 Suitability Requirements

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

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

4.3.1 Reference data (technical qualifications)

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

Core Competence
The Tenderer has demonstrable experience in providing an integrated Data portal for organizations that conduct academic and/or policy research, offering a range of international macroeconomic and financial-economic Datasets, with these Datasets made available through both the Data portal and an API.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for the core competence listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders.

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

Evidence (submit together with the Tender)
You may use your own format to submit the reference. The Contracting Authority must be able to ascertain the following from it: - The name of the Tenderer; - Details of the reference party, including its company name and contact details, such as a telephone number and email address; - A description of the assignment, the results delivered and the services provided, clearly showing how the assignment relates to the core competence; - The duration of the assignment, including its start and end dates; - Any particular circumstances. If required, the Contracting Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

5.2 Assessment methodology

This Tender uses a 'points system' to determine the winning Tenderer. Under this method, the score for each award criterion – including the price – is expressed in points, after which the points are totalled. The maximum number of points that can be scored for each award criterion indicates its importance to the Contracting Authority. The more points there are to be scored, the more important the award criterion is. The Tenderer who ends up with the highest number of points has submitted the Most Economically Advantageous Tender, based on the best price-quality ratio and will be awarded the Contract.

A maximum of **1.000 points** can be obtained for your response to the award criteria.

Nr.	Award criterion	Maximum points
1	Quality	850
1.1	Functionality and User-friendliness of the Data portal and API	300
1.2	Data coverage and additional Datasets	200
1.3	Data quality and reliability	200
1.4	Service, support and user assistance	100
1.5	Retention of historical Datasets after termination of the Contract	50
2	Price	150
Total		1.000

Each award criterion is explained in more detail in the following sections.

5.3 Award criteria relating to the Quality

The quality of the Tenders is assessed on the basis of the following sub-award criteria:

5.3.1 Functionality and User-friendliness of the Data portal and API

Criterion:
CPB makes intensive use of Datasets for analysis, modelling and reporting purposes. It is therefore important that users can efficiently find, view, use and download Datasets. The Contracting Authority requests the Tenderer to provide a description of the functionality, structure and User-friendliness of the Data portal, the Excel Add-In and the API. The Tenderer is requested to address: • The structure and organization of the Data portal and the data; • The structure and functionality of the API; • Integration with programming languages such as Python or R; • The functionalities and operation of the Excel Add-In; • The functionalities for searching, filtering and selecting Datasets; • The functionalities for analyzing and visualizing Datasets. Instead of, or in addition to, such a description, existing documentation may be submitted, provided that it is clearly indicated where the relevant passages can be found that address (which aspects of) the sub-award criterion. Only these relevant passages will be assessed.
Assessment aspects:

1. The extent to which the structure and organization of the data and the Data portal, as well as the functionalities for searching, filtering and selecting Datasets, contribute to the User-friendliness of the Data portal.
2. The extent to which the structure of the API and its integration with programming languages such as Python or R contribute to the User-friendliness and functionality of the API.
3. The capabilities offered by the Excel Add-In and the extent to which the Excel Add-In can be easily populated with data and be updated.
4. The extent to which the functionalities for analyzing and visualizing Datasets contribute to the User-friendliness and functionality of the Data portal.

5.3.2 Data coverage and additional Datasets

Criterion:
CPB values a data platform with the broadest possible coverage. In addition to the Datasets included as minimum requirements in this Tender Document, additional data coverage contributes to broader and future-proof data coverage for CPB's activities. The Tenderer is requested to: • provide an overview of additional Datasets available within the Data portal (in addition to requirements 3.1.1, 3.1.2, 3.1.5 and annex 9); • provide a description of the source, nature, content and scope of these Datasets (for example, subject matter, geographical coverage and update frequency); • explain the conditions under which these Datasets will be made available under the Contract to be concluded, clearly indicating which additional Datasets are available without additional costs. Instead of, or in addition to, such a description, existing documentation may be submitted, provided that it is clearly indicated where the relevant passages can be found that address (which aspects of) the sub-award criterion. Only these relevant passages will be assessed.
Assessment aspects:
1. The extent to which the additional Datasets (in addition to requirements 3.1.1, 3.1.2, 3.1.5 and annex 9) that are available under the Contract without additional costs are relevant to CPB's activities. Additional Datasets can be relevant if they contribute to (future) research activities or if they provide additional contributions to the WTM or FRR for instance. 2. The extent to which these additional Datasets contribute to broad and future-proof data coverage for CPB, taking into account, among other things, the source, nature, content and scope of these Datasets.

5.3.3 Data quality and reliability

Criterion:
CPB uses international Datasets for analyses, research and publications. These activities are often carried out under significant time pressure. It is therefore important to CPB that Datasets are reliable, consistent and transparent, so that CPB does not need to perform extensive additional checks. The Contracting Authority requests the Tenderer to provide a description of how the quality, reliability and consistency of the Datasets are safeguarded. The Tenderer is requested to address: • Which Meta data and methodological information are made available and how these can be retrieved, enabling users to interpret Datasets correctly; • How data are validated and how quality control is performed; • How source changes, revisions and any breaks in Time Series are handled;

- The availability of Vintages for each Time Series, including the retention of all releases and the ability to retrieve an overview of available Vintages through both the API and the Data portal;
- How discontinued series are handled. Whether this is clearly indicated in the Meta data and whether discontinued series remain available.

Instead of, or in addition to, such a description, existing documentation may be submitted, provided that it is clearly indicated where the relevant passages can be found that address (which aspects of) the sub-award criterion. Only these relevant passages will be assessed.

Assessment aspects:

1. The extent to which Meta data and methodological information are available, accessible and usable and contribute to the interpretation of Datasets.
2. The extent to which the described validation and quality controls contribute to the quality and reliability of the Datasets offered.
3. The extent to which the described approach to source changes, revisions and breaks in Time Series contributes to transparency regarding changes in Time Series over time.
4. The extent to which Vintages of Time Series are available and accessible, including the availability of previous releases and the ability to access these through both the Data portal and the API.
5. The extent to which discontinued Time Series are clearly identified (for instance in the Meta data) and remain available.

5.3.4 Service, support and user assistance

Criterion:

Finding and using the correct data within large Datasets can be complex and time-consuming. CPB therefore considers it important that the Contractor provides users with appropriate support in using the Data portal and the Datasets throughout the term of the Contract.

The Contracting Authority requests the Tenderer to provide a description of the services and support offered in relation to the use of the Data portal and the Datasets.

The Tenderer is requested to address:

- How support provided to users assists them in finding the correct Datasets and suitable alternatives where the required Dataset is unavailable;
- The availability of additional services, such as documentation, manuals, tutorials, training, transition assistance during the Implementation Period. Regarding transition assistance, the Tenderer must base their response on a full initial implementation of the offered solution, regardless of whether the Tenderer is the current supplier;
- How questions, requests and incidents are handled;
- How updates or potential issues relating to the Data portal and/or Datasets are communicated.

Instead of, or in addition to, such a description, existing documentation may be submitted, provided that it is clearly indicated where the relevant passages can be found that address (which aspects of) the sub-award criterion. Only these relevant passages will be assessed.

Assessment aspects:

1. The extent to which the described user support helps users to use the Data portal and the Datasets effectively, in particular by assisting them in finding the correct Datasets and suitable alternatives.
2. The extent to which additional services are available and usable.
3. The extent to which the proposed approach to handling questions, requests and incidents contributes to timely and effective user support.
4. The extent to which the described communication regarding updates and issues contributes to good service provision.

5.3.5 Retention of historical Datasets after termination of the Contract

Criterion:
For CPB's activities, it may be important for CPB to retain access to historical Datasets that were used during the term of the Contract. The Contracting Authority requests the Tenderer to indicate the possibilities for retaining on CPB's own servers, after termination of the Contract, historical Datasets that were used during the term of the Contract, for the purpose of reproducing previous forecasts and research. These Datasets will no longer be used for forecasts, nor will they be used to conduct new research. The Tenderer is requested to address: • Whether CPB may retain Datasets after termination of the Contract solely for the purpose of reproducing previous research or forecasts; • Any license restrictions that apply. Instead of, or in addition to, such a description, existing documentation may be submitted, provided that it is clearly indicated where the relevant passages can be found that address (which aspects of) the sub-award criterion. Only these relevant passages will be assessed.
Assessment aspect:
1. The extent to which CPB may retain and use historical Datasets after termination of the Contract solely for the purpose of reproducing previous research or forecasts.

5.4 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the scales displayed in this section to determine the quality levels for each qualitative award criterion. If a response exhibits characteristics of multiple quality levels, the assessment team will assign the quality level that, based on an overall assessment of the assessment aspects, best reflects the quality of the response as a whole.

The assessment team will use the following scale for the evaluation of sub-award criterion **"Functionality and User-friendliness of the Data portal and API"**:

Quality level	Description	Score in points
6	The response addresses the assessment aspects to an exceptionally high standard. The proposed structures and functionalities form a highly User-friendly and functional whole, making a very substantial contribution to an easy and efficient way of working. The response is highly concrete and convincing and offers demonstrable, relevant added value for CPB compared with an already good fulfilment of the criterion.	300
5	The response addresses the assessment aspects to a very high standard. The proposed structures and functionalities form a User-friendly and functional whole that clearly contributes to an easy and efficient way of working. The response is concrete and convincing and aligns well with CPB's intended use.	255
4	The response addresses the assessment aspects to a high standard. The proposed structures and functionalities contribute to a User-friendly and functional whole and support an easy and efficient way of working. The response is largely concrete and clear, but contains a few minor ambiguities or shortcomings.	180
3	The response addresses the assessment aspects to a sufficient standard. The proposed structures and functionalities contribute sufficiently to the User-friendliness and functionality of the solution and enable an easy and efficient way of working. The response is limited or general in certain respects, meaning that its contribution to CPB's intended use is not entirely convincing.	90
2	The response addresses the assessment aspects only to a limited extent. The proposed structures and functionalities make only a limited contribution to the User-friendliness and functionality of the solution and therefore provide only limited support for an easy and efficient way of working. The response is predominantly general or lacks concrete detail in several areas, meaning that its practical usability is convincing only to a limited extent and leaves considerable room for improvement.	30
1	The response does not adequately address the assessment aspects. The proposed structures and functionalities make an insufficient contribution to the User-friendliness and functionality of the solution, or their contribution is insufficiently clear. The response contains significant shortcomings, making it insufficiently plausible that an easy and efficient way of working will be achieved.	0
0	No substantive response has been provided.	0

The assessment team will use the following scale for the evaluation of sub-award criterion **"Data coverage and additional Datasets"**:

Quality level	Description*	Score in points
4	The response addresses the assessment aspects to an exceptionally high standard. The additional Datasets offered are highly relevant to CPB's activities and make an exceptionally substantial and meaningful contribution to broadening the available data coverage. The additional Datasets offered thereby significantly enhance CPB's ability to meet its current and future data needs.	200

3	The response addresses the assessment aspects to a high standard. The additional Datasets offered are relevant to CPB's activities and provide a clear and meaningful expansion of the available data coverage. The additional Datasets offered contribute to meeting CPB's current and future data needs.	140
2	The response addresses the assessment aspects to a sufficient standard. The additional Datasets offered are relevant to CPB's activities but provide only a limited expansion of the available data coverage. Their contribution to meeting current and future data needs remains limited.	70
1	The response does not adequately address the assessment aspects. No additional Datasets are offered without additional costs or conditions, or the additional Datasets offered are of little or no relevance to CPB's activities and/or make no meaningful contribution to broad and future-proof data coverage.	0
0	No substantive response has been provided.	0

** when awarding points for this sub-award criterion, only additional Datasets that are made available under the Contract without additional costs will be taken into account.*

The assessment team will use the following scale for the evaluation of sub-award criterion "**Data quality and reliability**":

Quality level	Description	Score in points
6	The response addresses the assessment aspects to an exceptionally high standard. The provisions and approaches offered contribute to a very high degree to the reliable and informed use of Datasets and to the availability and accessibility of historical data. The response is highly concrete and convincing and offers demonstrable, relevant added value for CPB compared with an already very good fulfilment of the criterion.	200
5	The response addresses the assessment aspects to a very high standard. The provisions and approaches offered contribute to a high degree to the reliable and informed use of Datasets and to the availability and accessibility of historical data. The response is concrete and convincing and aligns well with CPB's intended objective.	170
4	The response addresses the assessment aspects to a high standard. The provisions and approaches offered clearly contribute to the reliable and informed use of Datasets and to the availability and accessibility of historical data. The response is largely concrete and clear, but contains a few minor ambiguities or shortcomings.	120
3	The response addresses the assessment aspects to a sufficient standard. The provisions and approaches offered contribute sufficiently to the reliable and informed use of Datasets and to the availability and accessibility of historical data. The response is limited or general in certain respects, meaning that its contribution to CPB's intended objective is not entirely convincing.	60
2	The response addresses the assessment aspects only to a limited extent. The provisions and approaches offered make only a limited contribution to the reliable and informed use of Datasets and to the availability and accessibility of historical data. The response is predominantly general or lacks concrete detail in several areas, meaning that its contribution to CPB's intended objective is convincing only to a limited extent and leaves considerable room for improvement.	20
1	The response does not adequately address the assessment aspects. The provisions and approaches offered make an insufficient contribution to the reliable and informed use of Datasets and to the availability and accessibility of historical data, or their contribution is insufficiently clear. The response contains significant shortcomings, making it insufficiently plausible that CPB's intended objective will be achieved.	0

0	No substantive response has been provided.	0
---	--	---

The assessment team will use the following scale for the evaluation of sub-award criterion **"Service, support and user assistance"**:

Quality level	Description	Score in points
4	The response addresses the assessment aspects to an exceptionally high standard. The service and support offered are very well suited to CPB's needs and contribute to a very high degree to effective user support. The response is highly concrete and convincing and offers demonstrable, relevant added value for CPB compared with an already good fulfilment of the criterion.	100
3	The response addresses the assessment aspects to a high standard. The service and support offered are well suited to CPB's needs and clearly contribute to effective user support. The response is concrete and convincing.	70
2	The response addresses the assessment aspects to a sufficient standard. The service and support offered are sufficiently suited to CPB's needs and contribute sufficiently to effective user support. The response is limited or general in certain respects.	35
1	The response does not adequately address the assessment aspects. The service and support offered are insufficiently suited to CPB's needs or make an insufficient contribution to effective user support. The response contains significant shortcomings.	0
0	No substantive response has been provided.	0

The assessment team will use the following scale for the evaluation of sub-award criterion **"Retention of historical Datasets after termination of the Contract"**:

Quality level	Description	Score in points
3	CPB may retain all historical Datasets used during the term of the Contract on its own servers after termination of the Contract and continue to use them solely for the purpose of reproducing previous research or forecasts.	50
2	CPB may retain historical Datasets on its own servers after termination of the Contract and continue to use them solely for the purpose of reproducing previous research or forecasts, but the possibilities offered are limited.	25
1	CPB may not retain and use the historical Datasets after termination of the Contract for the intended purpose, or the possibilities offered are so limited that reproducing previous research or forecasts is not possible to any meaningful extent.	0
0	No substantive response has been provided.	0

5.5 Award criterion relating to prices/rates (exclusive of VAT)

The Contracting Authority will assess the Tenderer's price using an absolute scoring method. Under this method, the total Tender price is converted into a score.

The Tenderer must complete and submit the annex 1, entitled 'Prices and rates'. The total Tender price stated in this annex, as defined in requirement 3.4.4, will be used for the price assessment.

The Contracting Authority applies a price range from EUR 500.000,00 to EUR 625.000,00, exclusive of VAT. The total Tender price must not exceed EUR 625.000,00, exclusive of VAT. Any Tender exceeding this maximum price will be rejected.

A maximum of **150 points** can be obtained for this award criterion.

The score will be determined on the basis of the total Tender price. A total Tender price of EUR 500.000,00 or lower will receive the maximum score of 150 points. A total Tender price of EUR 625.000,00 will receive 0 points. For total Tender prices above EUR 500.000,00 and up to and including EUR 625.000,00, the score will be calculated using the following absolute scoring formula:

$$S_i = M - M \times \frac{P_i - \text{Minprice}}{\text{Maxprice} - \text{Minprice}}$$

Legend:

Variable	Description	Value
Maxprice	Maximum total Tender price, exclusive of VAT	EUR 625.000,00
Minprice	Minimum price used for the price assessment, exclusive of VAT	EUR 500.000,00
M	Maximum number of points available for Price	150
Pi	Total Tender price offered by the Tenderer, exclusive of VAT	-
Si	Score awarded for Price	-

The final score for Price will be rounded to two decimal places.

Example calculation:

Tenderer A fills in annex 1 as shown below (only the prices used for the price assessment have been shown):

Cost component	Price (excluding VAT)
Implementation	EUR 7.500,-
Contract year 1	EUR 98.000,-
Contract year 1	EUR 102.000,-
Contract year 1	EUR 108.000,-
Contract year 1	EUR 116.000,-
Contract year 1	EUR 126.000,-
Total Tender price	EUR 557.500,-

With this total Tender price, Tenderer A scores $(150 - 150 \times (EUR\ 557.500,00 - EUR\ 500.000,00) / (EUR\ 625.000,00 - EUR\ 500.000,00)) =$ **81,00 points** for this award criterion.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in section 7.3.15);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Contracting Authority;
3. no provisos have been made by the Tenderer;
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

The assessment will be conducted by an assessment team. Each member of the assessment team will first assess the Tenders individually and independently against the qualitative award criteria, in accordance with section 5.4. Following these individual assessments, the assessment team will convene to discuss the individual findings and assessments. Based on these discussions, the assessment team will reach consensus on the final score to be awarded to each Tender for each qualitative award criterion. These consensus scores will reflect the collective assessment of the assessment team and will not be determined by calculating the arithmetic average of the individual scores.

The final scores for the qualitative award criteria, together with the score for Price, will be used to determine each Tenderer's definitive total score in accordance with the applicable scoring methodology.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to two decimal places. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Contracting Authority having to award the Contract to more parties than is desired, then the Contracting Authority will award the Contract to the Tenderer with the highest final score for the subcriterion "Functionality and User-friendliness of the Data portal and API". In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then the Contracting Authority will award the Contract to the Tenderer with the highest final score for the subcriterion "Data coverage and additional Datasets". In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then the Contracting Authority will award the Contract to the Tenderer with the highest final score for the subcriterion "Data quality and reliability". In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then the Contracting Authority will award the Contract to the Tenderer with the highest final score for the subcriterion "Price". In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that, at a later date, the Contracting Authority is entitled to request that the top-ranked Tenderer and second-ranked Tenderer provide the required evidence.

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Contracting Authority's request to provide the evidence, the Tenderer has to hand over the required evidence (see time schedule section 1.2). If the Contracting Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the Tenderer being excluded from further participation in the process. In such a case, the Contracting Authority will inform every Tenderer of this situation. The Contracting Authority will then again determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed and a new ranking will be created. The award process will then be conducted again.

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

6.6 Implementation period

The Implementation Period for the initial Contractor shall commence on 1 March 2027 and end on 30 April 2027.

The purpose of the Implementation Period is to enable the Contracting Authority to migrate to, test and validate the Data portal, API and Excel Add-In and the associated data and functionality before these are used for production purposes. Data accessed from the Contractor during the Implementation Period shall be used strictly for testing and validation and shall not be used in production.

The Implementation Period does not constitute a development period during which the Contractor may still develop the functionality required under the Contract. In accordance with requirement 3.1.25, the Data portal, API and Excel Add-In must be available and fully functional from the first day of the Implementation Period. From that date, the Contractor shall provide at least two User accounts for the Data portal and Excel Add-In and API access for at least one user and shall provide the full support required under requirements 3.1.18 through 3.1.24.

During the Implementation Period, the Contracting Authority shall test and validate, among other things, access to and functionality of the Data portal, API and Excel Add-In, the availability and usability of the required data, the functioning of the API connections and the Contractor's compliance with the applicable support and service requirements. The Contractor shall provide all cooperation reasonably required to enable such testing and validation.

The Contracting Authority may conduct implementation reviews throughout the Implementation Period. Any deficiencies identified by the Contracting Authority shall be communicated to the Contractor in writing. The Contractor shall investigate and remedy such deficiencies without undue delay and within any reasonable remediation period specified by the Contracting Authority.

A failure may constitute a material failure of the implementation obligations where, taking into account its nature, severity, duration and consequences, it includes, but is not limited to:

- a. failure to make the Data portal, API and/or Excel Add-In available and fully functional in accordance with requirement 3.1.25;

- b. failure to provide the minimum number of User accounts or API access required during the Implementation Period;
- c. material or repeated failure to comply with the support requirements referred to in requirements 3.1.18 through 3.1.24;
- d. deficiencies relating to functionality, data access, data quality, API access or other contractual requirements that materially prevent or impede the Contracting Authority from carrying out the required migration, testing or validation;
- e. failure to remedy a material deficiency within the remediation period specified by the Contracting Authority; or
- f. circumstances demonstrating that the Contractor cannot reasonably be expected to meet the requirements applicable as of the operational start date of 1 May 2027.

The Contracting Authority shall perform a final implementation and readiness assessment as soon as possible but no later than 15 April 2027. The purpose of this assessment is to determine whether, on the basis of the implementation results achieved at that time, the Contractor can reasonably be expected to comply in full with the contractual requirements applicable as of 1 May 2027.

If a material implementation failure is not remedied within the applicable remediation period, or if it becomes objectively apparent that the Contractor will not be able to comply with the requirements applicable as of 1 May 2027, the Contracting Authority may, subject to the Contract and applicable law, terminate or dissolve the Contract and may activate the Waiting Room Agreement in accordance with section 6.7.

The successful completion of the Implementation Period shall not affect the Contractor's obligation to comply with all applicable contractual requirements from the operational start date of 1 May 2027. If material failures become apparent during the first month of operational use, the Contracting Authority may, subject to the Contract and applicable law, terminate or dissolve the Contract and activate the Waiting Room Agreement in accordance with section 6.7.

6.7 Waiting Room Agreement

Following completion of the award procedure, the Contracting Authority intends to conclude the Contract with the top-ranked Tenderer and a Waiting Room Agreement with the second-ranked Tenderer (see annex 4).

By submitting a Tender, each Tenderer accepts that, if ranked second, it is required to enter into the Waiting Room Agreement. Under the Waiting Room Agreement, the second-ranked Tenderer shall keep its Tender valid and binding for the duration of the Waiting Room Agreement and shall remain prepared to conclude the Contract in accordance with its Tender and the conditions set out in the Tender Document.

The Waiting Room Agreement shall enter into effect on 1 March 2027 and shall remain in effect until 31 May 2027, unless activated earlier in accordance with this section. This period comprises the two (2) month Implementation Period and the first month of operational use following the operational start date of 1 May 2027.

The Waiting Room Agreement does not constitute an award of the Contract to the second-ranked Tenderer and does not entitle that Tenderer to the performance of any services, reimbursement of costs, compensation or damages solely by reason of being available under the Waiting Room Agreement.

The Contracting Authority may activate the Waiting Room Agreement if, during the period in which the Waiting Room Agreement is in effect:

- a. the Contract with the top-ranked Tenderer cannot be concluded or does not enter into effect as intended;
- b. the Contract with the top-ranked Tenderer is terminated, dissolved or otherwise ceases to have effect;
- c. the top-ranked Tenderer materially fails to comply with its obligations during the Implementation Period, including the requirements set out in section 3, and such failure is not remedied within a reasonable period specified by the Contracting Authority, where remediation is still reasonably possible;

- d. on the basis of documented facts and circumstances during the Implementation Period, it can reasonably be concluded that the top-ranked Tenderer will not be capable of meeting the requirements applicable as of the operational start date of 1 May 2027; or
- e. during the period from 1 May 2027 up to and including 31 May 2027, the Contractor materially fails to comply with its contractual obligations, and such failure is not remedied within a reasonable period specified by the Contracting Authority, where remediation is still reasonably possible.

Activation of the Waiting Room Agreement on the grounds referred to in points c, d or e shall be subject to the Contracting Authority being entitled to terminate or dissolve the Contract with the Contractor in accordance with the Contract and applicable law. The Contract with the second-ranked Tenderer shall not enter into effect before the Contract with the initial Contractor has validly ceased to have effect.

Before terminating the Contract on the basis of a remediable failure, the Contracting Authority shall notify the Contractor in writing of the relevant failure and shall provide a reasonable period for remediation. In determining that period, the Contracting Authority may take into account the nature and severity of the failure, the time reasonably required to remedy it and the need to ensure continuity of the services. No remediation period is required where timely remediation has become objectively impossible or where no remediation period is required under the Contract or applicable law.

Activation of the Waiting Room Agreement is a right of the Contracting Authority and not an obligation. The second-ranked Tenderer cannot require the Contracting Authority to activate the Waiting Room Agreement.

If the Contracting Authority activates the Waiting Room Agreement, it shall notify the second-ranked Tenderer in writing. Subject to continued compliance by that Tenderer with the applicable Exclusion Grounds, Suitability requirements and other conditions of Tender Document, the Contracting Authority may subsequently conclude the Contract with the second-ranked Tenderer without conducting a new procurement procedure.

Such Contract shall be based on the Tender originally submitted by the second-ranked Tenderer and on the same conditions. No negotiations concerning the substantive conditions of the Contract, the scope of the assignment or the Tenderer's prices shall take place as a result of activation of the Waiting Room Agreement.

The second-ranked Tenderer shall be entitled to an Implementation Period of two (2) months. The operational start date shall be the first day following completion of that Implementation Period.

If the Waiting Room Agreement has not been activated by 31 May 2027, it shall expire automatically and the second-ranked Tenderer shall have no further rights or obligations under that agreement.

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memoranda of Information and declares that he will continue to comply therewith throughout the entirety of the Contract period and that Tenderer agrees to the statement in annex 7, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in subsection 1.2.

7.3 General procedure

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

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

7.3.1 Communication

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

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

Attempts to directly contact parties other than stated above in relation to this tender process are prohibited.

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

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

- Via the Memorandum of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.2). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Contracting Authority

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#). You can also use annex 8 (Form for asking questions) to ask questions and make remarks.

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

Answers from the Contracting Authority

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

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least four (4) months after the deadline for submitting the Tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

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

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

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide: [Suppliers guide Information Security and Privacy EZK | Rijksoverheid.nl](https://suppliersguide.informationsecurityandprivacy.ezk.nl)

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Contracting Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in annex 6 'Complaints Procedure'.

7.3.13 Dispute resolution

In addition to the provisions in the 'Complaints procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee ([Home Commissie van Aanbestedingsexperts | Commissie van Aanbestedingsexperts](https://home.commissie.van.aanbestedingsexperts.nl)) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.14 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.2).

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Contracting Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](https://tendernedgebruiken.als.ondernemer.nl) or [TenderNed for foreign businesses | TenderNed](https://tendernedforforeignbusinesses.nl).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Contracting Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Contracting Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Contracting Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Contracting Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

You can use the provided checklist during the submission of your quotation, please refer to annex 0 'Checklist for Tenderers'.

7.3.16 Legally binding signature

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

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

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

There are 3 ways to sign the European Single Procurement Document:

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal Contractor together with subcontractors

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

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

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

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

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

7.3.18 Single Tender

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

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in Dutch.

During the fulfilment of the Contract, communication must be conducted in Dutch or English.

7.3.21 General Terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is excluded. The General Terms and Conditions (ARBIT-2022) apply to the Contract (see annex 5). If, in the Tenderer's view, it is necessary to deviate from the General Terms and Conditions, this must be indicated in good time.

7.3.22 Contract conditions

The draft Contract (see annex 2), Data Processing Agreement (see annex 3) and the corresponding General Government Terms and Conditions are included in the annexes. The

Tenderers have the opportunity to ask questions, make comments and propose substantiated textual amendments.

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 20 calendar days (see time schedule section 1.2) subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Contracting Authority.

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

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

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

Interest in relation to the judgement

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

7.3.26 Use of AI (including generative AI)

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

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

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

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

Annexes

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

- Annex 0: Checklist for Tenderers
- Annex 1: Prices and rates
- Annex 2: ARBIT-2022 Model Contract IUC202508086
- Annex 3: Model Data Processing Agreement
- Annex 4: Model Waiting Room Agreement IUC202508086
- Annex 5: ARBIT-2022
- Annex 6: Complaints Procedure
- Annex 7: Statement on sanctions Russia
- Annex 8: Form for asking questions
- Annex 9: CPB list of required Time Series
- Annex 10: European Single Procurement Document