Tender Document

Invitation to tender in accordance with the European open procedure for the procurement and execution of a bilateral NL-UK quantum technology End-user engagement programme

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Definition of terms

Tendering authority	Netherlands Enterprise Agency, on behalf of Department of Innovation and Knowledge, within the Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012,* wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*)
Most Economically Advantageous Tender	The Tender that achieves the lowes 'weighted price per point' score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An profit- or non-profit organisation who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC EZK/LVVN	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.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	Netherlands Enterprise Agency, on behalf of Department of Innovation and Knowledge, within the Ministry of Economic Affairs and Climate Policy.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Data processing Agreement	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 ARVODI, 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.

Definition of terms specific to the assignment

Bilateral use case	A specific End-user challenge or need and a potential application of quantum technology to address it, explored through collaboration between End-users and Quantum Technology Providers from the Netherlands and the United Kingdom. A Bilateral use case describes the potential application, the relevant technological capabilities and expertise, key technical, organisational and practical constraints, and recommended next steps, as appropriate to its stage of development.
End-users	End-users are Participating organisations or companies seeking to explore, test and/or apply quantum technologies to address their own business or operational challenges, with the aim of assessing or realising potential benefits from their application. End-users are expected to have relevant personnel and the capacity to actively participate in the Programme and contribute to the identification and development of potential Bilateral use cases.
Participating organisations	Organisations selected to participate in the Programme by the Contractor in consultation with the Contracting authority, comprising Quantum technology providers and End-users from the Netherlands and the United Kingdom, who actively contribute to the Programme's activities and the identification, exploration, development and assessment of potential Bilateral use cases. Where relevant, Participating organisations may also include research organisations and other organisations from the Netherlands and the United Kingdom directly involved in Programme activities or contributing to the exploration, development or assessment of potential applications of quantum technologies.
Programme	The bilateral Netherlands–UK Quantum Technology End-User Engagement Programme to be designed, established and delivered by the Contractor under the Contract, as further described in this Tender Document.
Quantum technology providers	Participating companies that develop, supply, or commercialise quantum technologies, products, software, hardware, platforms, or specialist services, and provide the technical capabilities, expertise, or infrastructure required to enable other organisations to access, explore, develop, test, and apply quantum technologies in practical Bilateral use cases.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the following: design and execution of a bilateral NL-UK quantum technology End-user engagement programme.

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

1.1 Tendering Authority Netherlands Enterprise Agency (RVO) and IUC EZK/LVVN

This tendering process is being conducted on the instructions of the Department of Innovation and Knowledge (I&K), within the Dutch Ministry of Economic Affairs and Climate Policy (EZK). IUC EZK/LVVN will act as process manager during this tendering process.

Tendering Authority

The International Innovation & Cooperation department within the Netherlands Enterprise Agency (RVO) is the executive organisation of the Ministry of Economic Affairs and Climate Policy and is responsible for the management, implementation and monitoring of the TechBridge programme, including the TechBridge Quantum Technology United Kingdom track, of which this assignment forms part. RVO will be the main point of contact for the Contractor and will be responsible for the day-to-day management, administration, and oversight of the Contract.

The Netherlands Innovation Network (NIN) is the international innovation network of the Ministry of EZK. The network consists of Innovation Attachés and innovation officers based at Dutch embassies, consulates, and representative offices around the world. The network supports the Ministry's innovation and internationalisation objectives by identifying opportunities, facilitating strategic partnerships, and promoting the Dutch innovation ecosystem abroad. The Netherlands Innovation Network has its home base within RVO. The Netherlands Innovation Network in London, United Kingdom, will support RVO in its role as Contracting authority. In this role, NIN London contributes its local market knowledge, network, and expertise to support the delivery and success of the Programme and this assignment.

RVO and the NIN in London, both acting on behalf of the Ministry of EZK, are responsible for managing the procurement procedure and for the implementation and day-to-day management of the Programme resulting from this Tender.

1.2 Reason for this invitation to tender

In November 2025, the Netherlands and the United Kingdom signed an Innovation Partnership, in which both countries reaffirmed their intention to stimulate and deepen collaboration between their respective science, innovation and technology communities. This Innovation Partnership builds on a longstanding relationship and existing initiatives, such as the Memorandum of Understanding (MoU)[1] on cooperation in the field of quantum science and technology signed in 2023. As part of this MoU, both countries committed to supporting (new) initiatives that remove barriers to international collaboration and to explore the potential establishment of joint funding schemes to support collaborative projects between startups and research organisations from both countries. In addition, they agreed to jointly explore potential applications.

Following the signing of the MoU, a concrete work plan has been developed to ensure that the intentions set out in the MoU translate into strengthened cooperation between the Netherlands and the United Kingdom on a number of specifically identified themes. One of the key areas within this work plan is stimulating end-user engagement, with the aim of jointly exploring potential applications and carrying out demonstration projects at a higher Technology Readiness Level (TRL).

EZK has made multi-year funding available through the TechBridge programme to further develop this bilateral cooperation. On the one hand, this funding is intended for the establishment of calls for bilateral innovation collaboration projects in the form of project grants, implemented jointly by the RVO and Innovate UK (www.rvo.nl/techbridge). On the other hand, the funding is intended for the establishment of a bilateral NL-UK Quantum Technology End-User Engagement Programme, which will be delivered by a third party. This procurement document concerns the European procurement procedure for selecting this implementing third party.

[1] UK-Netherlands cooperation in quantum science and technologies: memorandum of understanding - GOV.UK

1.3 Time schedule

The schedule below applies to this tendering process.

12 November 2026	Issuing of publication, start of tendering period.
25 November 2026, 13:00 PM 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).
9 December 2026	Issuing of Memorandum of Information
4 January 2027, **10:00 AM** CET	Deadline for the receipt of Tenders.
4 January 2027 up to and including 1 February 2027	Assessment of Tenders.
1 February 2027	Announcement of the award of the Contract.
22 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.
22 February 2027	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
1 March 2027	Starting date of Contract.

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

2. Description of assignment

2.1 Background information

To accelerate the development and adoption of quantum technologies, it is important to involve potential End-users at an early stage. In practice, however, identifying relevant application opportunities and gaining access to technological expertise and infrastructure, such as research and testing facilities, can be challenging, particularly in cross-border collaborations.

Both the United Kingdom and the Netherlands have well-developed quantum technology ecosystems with strong research and development capabilities. Both countries also have established networks connecting research organisations, industry and government. Nevertheless, barriers remain in accessing bilateral funding opportunities, identifying suitable collaboration partners and facilitating access to relevant expertise and infrastructure across national borders.

Against this background, interested Tenderers are invited to design and deliver a bilateral Netherlands–UK Quantum Technology End-User Engagement Programme (also: Programme). The Programme shall help Participating organisations develop their understanding of quantum technologies, identify potential applications and explore opportunities for collaboration.

Activities may include knowledge sharing, exchanges between Quantum technology providers and potential End-users, access to relevant expertise and technology, engagement with research and testing facilities, and the development of bilateral collaboration opportunities.

The Programme may focus on specific areas of quantum technology. The selection of focus areas shall be informed by the development needs, strategic priorities and opportunities of the Dutch quantum technology ecosystem, as identified in consultation with the Contracting Authority. The selected focus areas shall also reflect the needs, interests and potential application opportunities of Participating organisations from both the Netherlands and the United Kingdom, and provide opportunities for meaningful bilateral collaboration. The selection shall take into account the availability of relevant expertise, technological capabilities and research and testing infrastructure in both countries.

2.2 Description of the assignment and objectives

EZK has made funding available through the TechBridge programme to establish a targeted bilateral Netherlands–UK Quantum Technology End-User Engagement Programme. The Programme shall support a cohort of Quantum technology providers and End-users from the Netherlands and the United Kingdom. Other organisations, including research organisations, may also be involved in specific Programme activities where relevant.

The Programme shall have a total duration of fifteen (15) to eighteen (18) months, comprising:

- a preparation phase of approximately three (3) months;
- a programme implementation phase of six (6) to nine (9) months; and
- a reporting and evaluation phase of approximately three (3) months.

The Contractor shall design and deliver a coherent Programme tailored to the needs, capabilities and potential application opportunities of the Participating organisations. The Tenderer shall identify and define clear milestones for each phase of the Programme, specifying the key deliverables and conditions that must be met to enable progression to the subsequent phase.

The bilateral Netherlands–UK Quantum Technology End-User Engagement Programme shall:

- engage Quantum technology providers and End-users from both the Netherlands and the United Kingdom;
- support Participating organisations in developing knowledge, skills and capabilities required to assess and explore the potential adoption of quantum technologies;
- identify and develop potential application opportunities (Bilateral use cases) by connecting challenges identified by Dutch and UK End-users with the capabilities of Quantum technology providers from either country;
- identify relevant research expertise, technological capabilities and research and testing infrastructure in both countries, and facilitate cross-border access where appropriate and feasible;
- strengthen bilateral connections and opportunities for research and development (R&D) collaboration between the Dutch and UK Participating organisations; and

- support participating Quantum technology providers from both countries, in exploring opportunities for commercialisation and market development in the Netherlands, the United Kingdom, and, where relevant, other markets in other countries.

The Programme shall primarily focus on developing End-user understanding of quantum technologies and identifying and assessing potential applications. Activities supporting commercialisation, market development and access to research or testing infrastructure shall be tailored to the needs and maturity of Participating organisations and pursued where relevant and feasible.

The Programme shall promote meaningful bilateral engagement between Dutch and UK Participating organisations throughout its activities, rather than treating bilateral collaboration solely as a separate programme outcome.

The broader objective of the Programme is to contribute to a more competitive and better-connected Netherlands–UK quantum technology ecosystem by:

- supporting the development of opportunities for Dutch and UK Participating organisations to participate in international research and innovation collaborations in quantum technologies;
- improving the understanding and visibility of quantum technologies among relevant industrial stakeholders; and
- supporting the commercialisation and early internationalisation of Dutch quantum technology companies.

These broader objectives are intended to be supported through the Programme, but are not guaranteed outcomes of the Contract.

2.3 Expected outputs and deliverables

The Netherlands–UK Quantum Technology End-user Engagement Programme is intended to create tangible opportunities for collaboration between Dutch and UK Quantum technology providers and End-users, while improving participants' understanding of the potential applications, opportunities and limitations of quantum technologies.

Given the size of the cohort and the duration of the Programme, the Contractor shall be assessed primarily on the quality and timely delivery of the agreed Programme deliverables, the progress made by Participating organisations, and the extent to which concrete opportunities for follow-up collaboration and application development have been identified.

The Contractor shall deliver the following results:

a. Participant engagement

Establish and engage a cohort comprising 4 to 6 quantum technology providers and 5 to 10 end-users from the Netherlands and the United Kingdom. The cohort shall include at least two (2) quantum technology providers and at least two (2) end-users from each country, ensuring meaningful participation from both national ecosystems. Other organisations, including research organisations, may also be involved in specific Programme activities where relevant. Such organisations shall not count towards the numbers specified for the core cohort unless otherwise agreed with the Contracting Authority.

The Contractor shall coordinate the participant selection process with the Contracting Authority and, where appropriate, engage with relevant stakeholders representing the Dutch and UK quantum technology ecosystems to support outreach and identify potential participants. The selection process shall be open and transparent, with the aim of identifying the most promising quantum technologies, End-user challenges and potential application opportunities, as well as the organisations best placed to contribute to their development through bilateral Netherlands–UK collaboration. The selection approach and criteria shall be agreed with the Contracting Authority.

The selection criteria shall take account of the relevance of participants' technological capabilities and End-user challenges, the potential for application development, their willingness and capacity to engage in bilateral Netherlands–UK collaboration, and the overall complementarity of the proposed cohort. The Tenderer's proposed selection methodology, criteria, outreach activities and final cohort composition shall be subject to agreement with the Contracting Authority.

b. Identification and development of application opportunities

Identify and document relevant End-user challenges and potential applications of quantum technologies through bilateral collaboration between Participating organisations.

The Contractor shall develop at least four (4) documented Bilateral use cases, with five (5) as a target. Each Bilateral use case shall demonstrate a substantive Netherlands–UK collaboration component, connecting an End-user challenge, capability or application opportunity in one country with relevant quantum technology expertise or capabilities in the other country.

The target of five (5) Bilateral use cases shall be pursued where suitable opportunities can reasonably be identified within the agreed scope and duration of the Programme. The Contractor shall prioritise the quality, relevance and potential for further development of the Bilateral use cases over the achievement of a numerical target where suitable opportunities cannot reasonably be identified. Any anticipated shortfall against the target shall be discussed with the Contracting Authority and supported by a documented rationale.

Each use-case description shall, as appropriate to its stage of development, include:

- the End-user challenge or problem to be addressed;
- the potential application of quantum technology and its relevance to the challenge;
- the Participating organisations and the nature of their bilateral collaboration;
- the capabilities and expertise required to explore the application;
- relevant technical, organisational and practical constraints;
- potential routes towards further investigation, validation or testing; and
- recommended next steps.

The Programme aims to identify and develop promising Bilateral use cases with potential for further application, validation or commercial development. The Contractor shall actively support the progression of identified opportunities through substantive exploration and development, with a view to identifying viable applications and concrete opportunities for follow-up collaboration.

A Bilateral use case may count towards the minimum target of four (4) where it has progressed through the relevant stages of exploration and development within the Programme, and the agreed activities to investigate the End-user challenge and the potential application of quantum technology have been carried out and documented. This also applies where such exploration demonstrates that further development is technically, organisationally or otherwise unsuitable or not justified. In such cases, the Contractor shall document the assessment, its rationale and relevant lessons learned, including the reasons why further development is not recommended.

An initial identification or preliminary assessment of a potential application, without substantive exploration of the End-user challenge and its potential application through bilateral collaboration, shall not qualify as a completed Bilateral Use Case for the purpose of the minimum target of four (4) Bilateral use cases.

Bilateral use cases may vary in maturity and the extent of exploration undertaken, depending on their nature and the opportunities identified. The Programme shall not require the development of a fully validated technical solution or commercial product during the Contract period.

c. Knowledge development and exchange

Design and deliver a structured Programme of knowledge-sharing and engagement activities tailored to the needs and capabilities of the Participating organisations. Activities may include but are not limited to introductory and advanced knowledge sessions, exchanges between Quantum technology providers and End-users, technical workshops, demonstrations, expert consultations and peer learning, as appropriate to the cohort.

The Contractor shall document the activities delivered, participant engagement and feedback, and the extent to which the activities have contributed to participants' understanding of quantum technologies and their potential applications.

d. Access to expertise and infrastructure

Identify relevant research expertise, Quantum technology providers, research infrastructure and testing facilities in the Netherlands and the United Kingdom. The Contractor shall facilitate introductions and discussions regarding potential access to relevant expertise and infrastructure where appropriate and feasible. Relevant access conditions, technical requirements, costs and other barriers shall be documented where these can reasonably be established.

The Contractor shall not be responsible for securing access where this depends on decisions, availability or conditions imposed by third-party organisations outside the Contractor's reasonable control. The Contractor shall, however, document such constraints and identify alternative options where appropriate.

e. Bilateral collaboration opportunities

Bilateral collaboration shall be an integral part of the Programme and shall be pursued through participant engagement, use-case development, knowledge exchange and follow-up planning. The Contractor shall facilitate connections between relevant Dutch and UK Quantum technology providers, End-users, research organisations and other stakeholders to support the identification and development of concrete opportunities for further collaboration.

Relevant collaboration opportunities shall be documented as part of the Bilateral use cases under section (b) and the follow-up planning under section (f), as appropriate. Documentation shall identify the organisations involved, the proposed area of collaboration, intended next steps and any significant dependencies, barriers or conditions affecting further development.

Collaboration opportunities may relate to further technical investigation, research, testing, validation, commercial exploration or other relevant forms of cooperation. The Programme shall not require the parties to enter into a formal agreement, secure funding or commence a joint R&D project during the Contract period.

f. Follow-up planning

Provide each Participating organisation with the opportunity to identify relevant follow-up actions based on its participation in the Programme. The Contractor shall document the proposed actions, responsible parties, indicative timelines and relevant dependencies, to the extent agreed with the Participating organisations.

Follow-up actions may include further technical investigation, engagement with research or testing facilities, development of Bilateral use cases, identification of funding opportunities, commercial exploration or further bilateral collaboration. The Contractor shall not be required to ensure that participants implement the proposed actions after the Contract period.

g. Monitoring, evaluation and reporting

Conduct a proportionate baseline assessment and an end-of-programme evaluation to assess the Programme's implementation, outputs, outcomes and lessons learned. The assessment and evaluation shall be proportionate to the size, duration and objectives of the Programme and shall draw, as appropriate, on participant feedback, Programme records and documented outputs.

The evaluation document must, at a minimum, include:

- participation and engagement;
- changes in participants' knowledge, understanding and confidence in identifying potential applications of quantum technologies, based on the baseline assessment and end-of-programme feedback;
- progress in the identification, development and assessment of Bilateral use cases, including applications found to be unsuitable or insufficiently mature;
- collaboration opportunities identified and the status of proposed follow-up actions;
- opportunities and barriers relating to access to relevant expertise, research infrastructure and testing facilities;
- lessons learned and factors that supported or constrained the achievement of Programme objectives and intended results; and
- recommendations for future programme activities or follow-up support.

The Contractor shall provide supporting evidence for the outputs delivered and outcomes observed, including Programme materials, use-case descriptions, records of relevant engagement activities, documented collaboration opportunities and a final evaluation report.

The evaluation shall distinguish between outputs delivered, outcomes observed and potential longer-term impacts that cannot reasonably be assessed within the Contract period.

The specific deliverables, acceptance criteria, submission deadlines and reporting requirements shall be agreed in the Contract or the approved programme plan.

2.4 Expected outcomes

The Programme is expected to contribute to the following outcomes among Participating organisations:

- improved understanding among End-users of the potential applications, limitations and requirements of quantum technologies;
- better alignment between End-user challenges and the capabilities of Quantum technology providers;
- improved understanding of the technical, organisational and practical steps, requirements and dependencies involved in investigating, validating or progressing potential applications of quantum technologies;;
- stronger connections between Dutch and UK Quantum technology providers, End-users, research organisations and relevant infrastructure;
- more clearly defined opportunities for bilateral research, development, testing and commercial collaboration; and
- improved understanding among participating Quantum technology providers of End-user needs and potential routes towards market development and internationalisation.

These outcomes shall be assessed using proportionate monitoring and evaluation methods, including baseline and end-of-programme assessments, participant feedback, documented use-case development and evidence of follow-up opportunities. Where relevant, the evaluation shall also consider whether Participating organisations have identified concrete next steps towards further investigation, application or commercialisation, including key dependencies, barriers and areas where further support may be needed.

The evaluation shall take account of the size and composition of the cohort, the maturity of the participating technologies and the duration of the Programme. It shall distinguish between outcomes achieved, progress towards outcomes and opportunities that remain dependent on further action by participants or third parties.

2.5 Contribution to Longer-Term Objectives

The Programme is intended to contribute to the broader objectives of strengthening the Dutch quantum technology ecosystem and its international position, while fostering a stronger and more connected Netherlands–UK quantum technology ecosystem. This includes increasing opportunities for Dutch and UK organisations to participate in international research and innovation collaborations, improving the visibility and understanding of quantum technologies among industrial stakeholders, and supporting the development, commercialisation and internationalisation of Dutch quantum technology companies. These longer-term objectives depend on factors beyond the direct control of the Contractor, including technological maturity, investment decisions, access to funding, market demand, regulatory and infrastructure requirements, and the subsequent actions of Participating organisations.

Accordingly, these objectives shall be treated as longer-term objectives to which the programme is expected to contribute, rather than guaranteed results of the Contract.

The Contractor shall demonstrate how the programme supports these objectives and identify opportunities for follow-up activity.

As part of this work, the Contractor shall, where relevant, help Participating organisations identify and document the indicative steps, requirements, dependencies and potential barriers involved in progressing suitable Bilateral use cases towards practical application or commercialisation. This may include, as appropriate, further technical validation or testing, access to infrastructure, intellectual property considerations, regulatory requirements, funding needs, business-model development, market validation and engagement with potential customers or partners. The level of detail shall be proportionate to the maturity and context of each Bilateral use case.

This requirement concerns the identification and documentation of potential routes towards application and commercialisation; it does not require the Contractor or Participating organisations to implement those steps, secure investment or funding, enter into commercial agreements, or achieve commercialisation during the Contract period.

The Contractor shall be assessed on the quality and timely delivery of the agreed outputs, the quality of its contribution to the intended outcomes, and the evidence provided of progress and opportunities identified, rather than on the achievement of longer-term impacts that depend primarily on decisions or circumstances outside its reasonable control.

2.6 Merging and lots

The Contracting Authority has decided not to divide the contract into lots. The assignment concerns the design, establishment and delivery of the complete programme, and the Contracting Authority intends to award the contract to a single Contractor.

The Contracting Authority considers that the various elements of the assignment are logically interconnected and cannot be meaningfully separated without creating additional complexity and potential overlap in responsibilities. Dividing the contract into lots could result in multiple parties being responsible for different parts of the Programme, leading to additional coordination requirements and less clarity regarding accountability and points of contact.

With regard to the composition of the relevant market and the influence of combining these elements on access to the Contract, the Contracting Authority has established that Tenderers that qualify for this assignment are, in general, specialised providers capable of delivering integrated programmes of this nature and of this size. Combining the various elements into a single contract therefore matches the way in which this market is organised and does not unnecessarily restrict access to the Contract, including for small and medium-sized enterprises. Smaller and specialised providers retain access to the Contract: Tenderers may, where appropriate, engage subcontractors or partners for specific activities, and cooperation between undertakings, including by means of a consortium or another form of joint tendering, is expressly permitted. In this way, the decision not to divide the contract into lots does not unduly limit the number of potential Tenderers or the opportunities for small and medium-sized enterprises to participate in the contract.

For reasons of manageability, continuity and clear accountability, the Contracting Authority therefore intends to contract one (1) Contractor that will hold overall responsibility for the delivery of the Programme.

2.7 Contract Period

The Contracting Authority intends to conclude a Contract for an initial period of maximum fifteen (15) months. The anticipated start date of the Contract is 1 March 2027, with an expected initial contract period until 1 June 2028.

The programme consists of the following phases:

- a three (3)-month preparation phase;
- a six (6)- to nine (9)-month programme implementation phase; and
- a three (3)-month reporting and evaluation phase.

The duration of the programme implementation phase may vary between six (6) and nine (9) months, depending on the programme design and implementation.

If additional time is required to successfully complete the preparation phase, the Contracting Authority may, at its sole discretion, approve an extension of the preparation phase by a maximum of three (3) additional months. Any such extension shall require the prior written approval of the Contracting Authority.

The maximum duration of the Contract, including any approved extension of the preparation phase, shall not exceed eighteen (18) months. The Contract shall therefore expire no later than 1 September 2028, or as long as the results of the Services have been received and accepted by the Contracting Authority.

Under no circumstances shall the Contracting Authority be liable for any compensation, damages or additional costs if the programme or any of its phases is not fully completed within the maximum contract duration.

Any potential adjustments to the Contract duration due to unforeseen operational circumstances during the execution of the Contract may only be considered in accordance with the specific modification provisions set out in the (draft) Contract (see Annex 3). Further provisions regarding termination, default, and the rights and obligations of the parties in this regard are set out in the (draft) Contract.

2.8 Scope of the assignment

The Contracting Authority has set a maximum total contract value of EUR 413,223, excluding NL VAT but including (if applicable) the amount of any VAT and charges outside the EU and EUR 500,000, including NL VAT. This amount constitutes the maximum contract value under the Agreement and may not be exceeded. The maximum total price submitted by the Tenderer will be the maximum total value under the Contract.

The maximum total contract value is based on the information and requirements available to the Contracting Authority at the time of preparing this Tender Document. The actual amount payable will be based on the actual hours worked and costs incurred by the Contractor, in accordance with the approved budget, agreed prices and rates, and the provisions set out in section 3.3. No rights may be derived from the maximum contract value, and the Contracting Authority does not guarantee that the maximum amount will be fully utilised.

3. Requirements to this assignment

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

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period and that you agree to the statement in Annex 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 Team composition and governance

3.1.1 The Tenderer shall propose a team with the expertise and experience required to deliver the assignment. The proposed team shall collectively demonstrate relevant expertise in:

- programme management and coordination of multi-stakeholder programmes;
- quantum technologies and the identification of potential applications and Bilateral use cases;
- industry engagement and collaboration between Quantum technology providers and End-users; and
- facilitating cross-border collaboration between organisations in the Netherlands and the United Kingdom.

The Tenderer shall submit a CV for each proposed key team member, describing their relevant qualifications, experience, expertise and proposed role in the assignment. The Tenderer shall also indicate the expected involvement of each key team member throughout the different phases of the Programme as described in paragraph 5.2.1 and 5.2.3 of this Tender Document.

3.1.2 The Contractor shall appoint a Programme Lead who will be responsible for overall coordination, delivery of the agreed results and communication with the Contracting Authority. The Contractor shall maintain a Programme Plan setting out the main activities, milestones, responsibilities, deliverables and schedule.

3.1.3 The Contractor shall organise monthly progress meetings with the Contracting Authority throughout the Contract period and formal review meetings following completion of each programme phase (preparation and design, implementation, and reporting and evaluation). These meetings shall cover progress, deliverables, budget utilisation, risks and any issues requiring attention.

3.1.4 The Contractor shall promptly inform the Contracting Authority of any significant risks, delays or other issues that may affect delivery of the assignment or achievement of the agreed results.

3.1.5 Any replacement of key team members shall require the prior written approval of the Contracting Authority. Replacement personnel shall have equivalent or better relevant qualifications and experience.

3.2 Sustainability requirements

3.2.1 The Contractor shall minimise travel movements undertaken in connection with the performance of the assignment, insofar as reasonably practicable and without compromising the quality and effectiveness of the Programme. Online meetings and other digital collaboration methods shall be used where physical attendance is not necessary to achieve the objectives of the programme. Where physical attendance is required, the Tenderer shall, where possible, combine meetings and activities to reduce the number of journeys.

3.2.2 The Tenderer shall prioritise lower-emission modes of transport when travelling in connection with the performance of the assignment. For journeys between the Netherlands and the United Kingdom, and for domestic journeys within either country, rail travel shall be preferred over air travel where a practical rail connection is available and the total journey time, including necessary transfers, is reasonable in relation to the purpose of the journey.

3.2.3 Air travel shall be limited to journeys for which a reasonable alternative is not available or for which alternative modes of transport would disproportionately affect the effective delivery of the programme. Where air travel is necessary, the Tenderer shall, where reasonably practicable, select available options that contribute to reducing the greenhouse gas emissions associated with air travel.

3.2.4 The Contractor shall take sustainability into account when organising and delivering programme activities, including workshops, meetings, networking events and visits to research and testing facilities. The Contractor shall, where appropriate, minimise the use of printed materials and unnecessary single-use products, and make efficient use of existing facilities and infrastructure.

3.3 Requirements relating to the budget: prices, rates and costs

3.3.1 The Tenderer will provide a detailed budget overview of the prices, rates, and costs applicable to this assignment by filling in the Annex 2 entitled 'Prices/Rates'.

3.3.2 This budget must break down all estimated costs and resource allocation for the execution of the assignment including i.e. expenses for the organisation of (online) meetings and/or activities for the dissemination of knowledge. The Tenderer must specify the projected number of hours or days and the corresponding rates, as well as all other budgeted expenses such as the organisation of programme activities and necessary travels in the context of the program execution. , including but not limited to: wage costs, overheads (e.g., accommodation and wage costs for support staff), costs relating to the use of equipment and machinery, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

3.3.3 The Contracting Authority reserves the right to verify any budgeted prices, rates, or costs that appear to be abnormally low, including any zero or negative values. In such cases, the Tenderer will be requested to provide a written explanation. The Contracting Authority reserves the right to reject the offer if the explanation fails to satisfactorily demonstrate that the proposed budget is economically viable and compliant with applicable regulations. This may result in exclusion from the Tendering process.

3.3.4 The Tenderer must state a maximum total price excluding and including Dutch VAT for the assignment in the offer using the Annex 2 entitled 'Prices/Rates', which constitutes the final ceiling of the budget. This maximum total price is final and cannot be exceeded. Invoicing and payment will be based on actual realized and demonstrably incurred hours and costs, up to the maximum total price submitted.

3.3.5 The maximum total price submitted by the Tenderer may not exceed EUR 413,223, excluding NL VAT but including (if applicable) the amount of any VAT and charges outside the EU and EUR 500,000, including NL VAT. The maximum total price submitted by the Tenderer will be the maximum total price of the Contract.

3.3.6 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 for the Contractor.

3.3.7 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.

3.4 Tax-related requirements

3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration *(Belastingdienst)* or other tax authorities.

3.4.2 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.

3.4.3 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.

3.4.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.4.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

3.4.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.4.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.5 Invoicing, cost justification and audit rights

3.5.1 The Contracting Authority will make payments based on the actual hours worked and costs incurred by the Contractor in the performance of the Contract, in accordance with the approved budget and the agreed prices and rates. The total amount invoiced and paid under the Contract shall not exceed the maximum contract price agreed between the Contracting Authority and the Contractor, including NL VAT, which shall in no event exceed EUR 413,223, excluding NL VAT but including (if applicable) the amount of any VAT and charges outside the EU and EUR 500,000, including NL VAT.

3.5.2 Payments will be made following the completion of each of the following phases:

- Preparation phase (three months);
- Programme implementation phase (six to nine months); and
- Reporting and evaluation phase (three months).

Following completion of each phase, the Contractor shall submit an invoice accompanied by a detailed cost justification statement covering the hours worked and costs incurred during the relevant phase.

3.5.3 The cost justification statement shall include, at a minimum, a comprehensive overview of the actual hours or days worked, the applicable rates, and all other demonstrably incurred costs, in accordance with the approved budget and the agreed prices and rates. The Contractor shall retain appropriate supporting documentation, including timesheets, receipts, invoices or other relevant evidence, and shall provide such documentation to the Contracting Authority upon request.

3.5.4 The Contracting Authority reserves the right to audit and verify any invoiced hours and expenses and to request additional supporting documentation or information where required. The Contractor shall provide the requested documentation or information without undue delay.

3.5.5 Only hours and costs that are actually incurred, demonstrably justified and in accordance with the approved budget and the agreed prices and rates will be eligible for payment. Any hours or costs that cannot be satisfactorily verified, are insufficiently substantiated, or do not comply with the approved budget and the agreed prices and rates will be excluded from payment.

3.5.6 The Contractor shall submit the invoice and accompanying cost justification within thirty (30) calendar days following completion of the relevant phase. The cost justification shall contain the information specified in this section. Supporting documentation shall be provided to the Contracting Authority upon request in accordance with section 3.3.3.

3.5.7 If the submitted cost justification or supporting documentation is incomplete or insufficient, the Contracting Authority may request additional information or documentation. The Contractor shall provide the requested information or documentation without undue delay.

3.5.8 For companies established in the Netherlands only:

E-invoicing

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

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

For a more detailed explanation, please visit: www.helpdesk-efactureren.nl.

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

3.6 Mandatory Non-Disclosure Agreement

3.6.1 The winning Tenderer shall be required to enter into a Non-Disclosure Agreement (NDA) prior to the commencement of the Contract and before being granted access to confidential, technology and/or business-sensitive information in connection with the performance of the Contract.

3.6.2 The NDA shall apply to all confidential, technology and business-sensitive information that the Contractor may receive or have access to in the course of performing the Contract, including information relating to Participating organisations, technologies, applications, Bilateral use cases and other commercially sensitive matters.

3.6.3 The NDA shall require the Contractor to handle, use, store and protect such information in accordance with the applicable security rules, policies and requirements of the Contracting Authority, and to prevent unauthorised access, use or disclosure.

3.6.4 The Contractor shall ensure that its employees, subcontractors and other parties involved in the performance of the Contract who have access to such information are subject to confidentiality and information security obligations equivalent to those applicable to the successful Tenderer.

4. Requirements concerning the Tenderer

4.1 Introduction

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

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document' (See Annex 1).

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, legally sign it, submit it together with your Tender via TenderNed (see paragraph 7.4.16).

4.2 Exclusion Grounds

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

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

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

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

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering 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, dated from the registration date for the Tender)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years, dated from the registration date for the Tender)
3. Tax statement (no older than 6 months, dated from the registration date for the Tender)

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

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

4.3 Suitability Requirements

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

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this

subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (**do not submit together with the Tender** – only submit it when requested to do so):
Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

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

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

4.3.2 Technical qualifications (reference data)

The Tendering Authority has established the following core competences as minimum suitability requirements. These requirements establish whether the Tenderer has experience with essential aspects of the assignment:

- Core competence 1 – Programme design and delivery
  The Tenderer must demonstrate relevant professional experience in designing and delivering a comparable programme in the field of quantum technology, involving at least ten (6) unique stakeholders and/or organisations. This experience must include connecting Quantum technology providers, and End-users at a national and/or international level.

- Core competence 2 – Knowledge and expertise UK quantum technology ecosystem
  The Tenderer must demonstrate relevant professional experience in the UK quantum technology ecosystem, to identify and involving relevant Quantum technology providers, End-users, research organisations and/or other ecosystem stakeholders.

Reference assignments

To demonstrate compliance with these core competences, the Tenderer must provide one (1) reference assignment for Core competence 1 and one (1) reference assignment for Core competence 2. The same reference assignment may be used to demonstrate both core competences, provided that it meets all requirements applicable to each competence.

For Core competence 1, the reference assignment must describe the programme, its objectives, the activities performed, the types and number of stakeholders involved, and the Tenderer's role in designing and delivering the programme.

For Core competence 2, the reference assignment must demonstrate relevant professional experience in the UK quantum technology ecosystem. The reference assignment must describe the nature and scope of the professional engagement, the relevant ecosystem stakeholders involved, and the quantum technology developments, applications and/or market developments addressed.

The reference assignment(s) must contain sufficient detail to enable the Contracting Authority to verify compliance with the applicable requirements.

Minimum requirements for reference assignments

By signing the European Single Procurement Document (ESPD), the Tenderer declares that the submitted reference assignment(s) meet the following minimum requirements:

- The subject of each reference assignment must be relevant to, and sufficiently comparable with, the core competence it is intended to demonstrate.
- The reference assignment(s) must have been executed or completed within the past three (3) years prior to the closing date for the submission of Tenders. If the Tenderer uses an ongoing assignment, only results fully achieved up to the submission deadline will be considered; projected or future results will not be taken into account.
- The reference assignment(s) demonstrating Core competence 1 and Core competence 2 must have a total combined contract value of at least € 200,000, excluding VAT. For the purpose of this requirement, only the value attributable to services comparable to the scope of this procurement shall be counted.
- Assignments involving one or more subcontractors may only be used as reference assignments if the subcontractor(s) in question will be actively involved in the execution of this Contract and the Tenderer will demonstrably utilise their knowledge and experience during the performance of the assignment.

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.

Evidence (**Submit together with the Tender**):

You must use Annex 6 to testify that you comply with the core competences. For each core competence you may use 1 reference assignment. The same reference assignment may be used to demonstrate both core competences, provided that it meets all requirements applicable to each competence. The reference(s) must be signed by the referee (the client in question).

The reference assignments must also demonstrate that they have a total value of at least € 200,000,- excluding VAT.

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

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. Tenders will be assessed based on the award criteria specified below. The Tenderer's response to these criteria must be included in the Tender and submitted to TenderNed. In its response, the Tenderer must take into account the assignment description and requirements set out in Sections 2 and 3.

A maximum of 100 points can be obtained for the response to the qualitative award criteria. To ensure a minimum level of quality, minimum quality thresholds apply to each qualitative award criterion. The division of points and the minimum quality threshold is shown in the table below.

Paragraph number	Award criteria relating to	Maximum number of points	Minimum quality threshold
§ 5.2.1	Application of Quantum Technology expertise and ecosystem access	30	18
§ 5.2.2	Programme design and development of Bilateral use cases	30	18
§ 5.2.3	Programme organisation, implementation and governance	20	12
§ 5.2.4	Programme monitoring, evaluation and sustainability of outcomes	20	12
	Total	100	60

In this Tender the 'weighted price per point' will be used to assess the best price-quality ratio. The Tenderer with the lowest weighted price per point, will be the Tenderer with the best price-quality ratio. To determine the lowest weighted price per point, the offered maximum total price with a weight of 0.2 will be divided by your score for the qualitative award criteria which will be weighted with 0.8. For more information about the formula and scoring please see paragraph 5.4 of this Tender document.

5.1.1 Exclusion based on quality thresholds

Tenders that score below the minimum quality threshold on one or more of the qualitative criteria (§ 5.2.1 to § 5.2.4) will be considered non-compliant. Such Tenders will be immediately excluded from further participation in this procurement procedure, will not be evaluated further, and will be excluded from the final ranking. Consequently, they are ineligible for the award of the Contract.

For the avoidance of doubt, non-compliant Tenders that fail to meet any of the minimum quality thresholds will be excluded from the procedure prior to the evaluation of § 5.3 (Prices/rates).

5.2 Quality criteria

The Tenderer may submit a maximum of twenty (30) A4 pages in total for its responses to the four (4) qualitative award criteria set out in Sections 5.2.1 to 5.2.4. The following maximum page limits apply to the individual award criteria:

- Section 5.2.1 – Application of Quantum Technology Expertise and Ecosystem Access: six (9) pages;
- Section 5.2.2 – Programme Design and Development of Bilateral Use Cases: six (9) pages;
- Section 5.2.3 – Programme Organisation, Implementation and Governance: four (6) pages;
- Section 5.2.4 – Programme Monitoring, Evaluation and Sustainability of Outcomes: four (6) pages.

The page limits apply separately to each award criterion. Unused pages allocated to one award criterion may not be transferred to another award criterion. The page limits exclude the cover page, table of contents and CVs submitted as separate annexes. All other content forming part of the response to the award criteria, including tables, figures, diagrams and footnotes, counts towards the applicable page limit. Any pages exceeding the applicable page limit for an individual award criterion will be disregarded in the assessment of that criterion.

5.2.1 Award criterion: Application of Quantum Technology expertise and ecosystem access (max. number of points: 30, minimum quality threshold: 18 points)

The Tenderer must demonstrate how the knowledge, expertise, networks and professional relationships available to the proposed project team that will be applied to the design and delivery of the Netherlands–UK Quantum Technology End-user Engagement Programme, taking into account the specific requirements and objectives of the assignment.

The response must explain how the Tenderer will draw on its technological, market and ecosystem knowledge to inform the programme's substantive focus, engage relevant stakeholders and facilitate access to the expertise and infrastructure needed to support the programme's objectives. The Tenderer must demonstrate how these capabilities will contribute to strengthening participants' knowledge and capabilities, exploring application opportunities, and fostering bilateral knowledge exchange and collaboration.

This award criterion assesses how effectively the Tenderer proposes to apply its available quantum technology expertise, knowledge of the Dutch and UK ecosystems, and professional relationships to the specific objectives and requirements of this assignment.

The response will be assessed against the following sub-criteria:

- Application of quantum technology knowledge and expertise (10 points)
  The extent to which the Tenderer explains how its knowledge of international quantum technology developments, technological maturity, potential End-user applications and market developments, will be applied to the specific objectives and requirements of the programme.

  The assessment will consider:
  - how effectively the Tenderer proposes to apply its understanding of the capabilities, maturity and limitations of different quantum technologies, potential applications across relevant sectors, market developments, End-user needs and barriers to adoption to inform the programme's substantive focus;
  - the relevance of the quantum technology knowledge in identifying realistic opportunities for End-user engagement, taking into account the current state of development, practical applicability and potential impact of the technologies concerned.

- Application of knowledge of the Dutch and UK quantum technology ecosystems (10 points)
  The extent to which the Tenderer explains how its knowledge of both the Dutch and UK quantum technology ecosystems will be applied to the specific requirements of the Programme. Including the identification of relevant organisations, technological capabilities, research expertise and research, testing and demonstration infrastructure in relation to the Programme.

  The assessment will consider:
  - how effectively the Tenderer proposes to use its knowledge of both the Dutch and UK quantum technology ecosystems to identify and assess complementary capabilities, relevant expertise and infrastructure in both countries, and their relevance to the Programme's objectives and the needs and challenges of participating End-users;
  - how the Tenderer proposes to use this knowledge to connect relevant organisations and capabilities across the two ecosystems, facilitate connections with expertise and infrastructure, and support the exploration of quantum technology applications;
  - how knowledge of the Dutch quantum technology ecosystem, including its relevant priorities and capabilities, can contribute to identifying suitable Dutch participants, expertise and infrastructure and ensuring that these are effectively integrated into the bilateral programme. The assessment will focus on the relevance and practical application of this knowledge to the assignment.

  Knowledge of and experience within the Dutch quantum technology ecosystem will be considered an advantage. Close engagement with, and access to knowledge and expertise within, the Dutch quantum technology ecosystem will be important for the successful delivery of the assignment. This is particularly relevant for promoting the Programme, identifying suitable Dutch participants, expertise and infrastructure, taking account of relevant national ecosystem priorities, and facilitating meaningful bilateral collaboration between Dutch and UK organisations.

- Mobilisation of networks and professional relationships (10 points)
  The extent to which the Tenderer proposes a credible and effective approach to mobilising relevant networks and professional relationships in the Netherlands and the United Kingdom to support the objectives of the programme.

The assessment will consider:

- how concretely and effectively the Tenderer proposes to use these networks and relationships to reach and engage relevant ecosystem stakeholders, facilitate introductions and access to expertise and infrastructure, and connect organisations with complementary capabilities and interests.

5.2.2 Award criterion: Programme design and development of Bilateral use cases (max. number of points: 30, minimum quality threshold: 18 points)

The Tenderer must describe its proposed methodology for designing and delivering the Netherlands–UK Quantum Technology End-user Engagement Programme. The proposal must explain how Participating organisations will be identified, selected and engaged, how technological capabilities will be matched with End-user needs, and how the Programme will support the development of concrete application opportunities and bilateral collaboration.

Section 5.2.1 assesses the relevance and proposed application of the Tenderer's available quantum technology expertise, ecosystem knowledge and professional relationships. This award criterion assesses the quality, coherence and feasibility of the proposed methodology for designing and delivering the Programme, including participant selection and engagement, technology-to-need matching, bilateral use-case development and the structure and sequencing of programme activities. The response will be assessed against the following sub-criteria:

- Identification, selection and engagement of participants (10 points)
  The extent to which the Tenderer proposes a clear and effective approach to identifying, selecting and engaging suitable End-users and Quantum technology providers from the Netherlands and the United Kingdom, together with relevant research organisations, academic institutions and providers of research, testing and demonstration infrastructure where appropriate.

  The assessment will consider:
  - the proposed selection criteria and process, including the relevance of End-user challenges, potential quantum technology applications and participants' willingness and readiness to engage;
  - the extent to which the proposed approach ensures a balanced and complementary cohort from both countries, with the capabilities and expertise required to develop meaningful Bilateral use cases.

- Technology-to-need matching, bilateral use-case development and potential (10 points)
  The extent to which the Tenderer proposes an effective methodology for matching the capabilities and maturity of quantum technologies, with the needs and challenges of participating End-users, and for assessing the potential value and prospects of identified application opportunities.

  The assessment will consider:
  - how the proposed methodology identifies, assesses and prioritises application opportunities, evaluates their technical and practical feasibility, identifies relevant expertise, infrastructure and testing requirements, and addresses potential technical, organisational and cross-border barriers;
  - how the Tenderer proposes to assess the economic and market potential of Bilateral use cases, including their value to End-users, market demand, potential for adoption and key barriers to further development or commercialisation;
  - how the methodology supports the development of concrete Bilateral use cases involving relevant Dutch and UK stakeholders and identifies realistic next steps, where appropriate, towards further research and development, testing, demonstration or other forms of follow-on collaboration.

  The proposed approach should be proportionate to the maturity of the technology and the available evidence; it need not involve a full market study or business case. The assessment will focus on the quality of the proposed methodology for identifying and assessing potential, rather than on whether commercialisation is achieved during the programme.

- Programme activities and progression towards collaboration (10 points)
  The extent to which the Tenderer proposes a coherent and effective Programme of activities that develops participants' knowledge, skills and capabilities, facilitates knowledge exchange and cross-border collaboration, and supports progress on identified Bilateral use cases.

  The assessment will consider:
  - the relevance and added value of the proposed activities and formats, their sequencing throughout the Programme, and the extent to which they respond to the needs and technological maturity of Participating organisations;
  - how participants will be supported in progressing from initial engagement and knowledge development towards practical collaboration, further exploration of promising Bilateral use cases and,

where appropriate, their development towards feasible follow-on activities, such as potential bilateral R&D projects or demonstration activities;
- the quality and feasibility of the proposed approach to enabling these next steps, taking into account the role of the Programme and the influence the Tenderer can reasonably exercise over subsequent decisions by Participating organisations and other stakeholders.

5.2.3 Award criterion: programme organisation, implementation and governance (max. number of points: 20, minimum quality threshold: 12 points)

The Tenderer must describe how the Netherlands–UK Quantum Technology End-user Engagement Programme will be organised, managed and delivered throughout its preparation, implementation, and reporting and evaluation phases, including how the Tenderer will work with the Contracting Authority, the Netherlands Innovation Network (NIN) in London and relevant ecosystem stakeholders in both countries. The Tenderer shall also submit CVs of the proposed team members. The response will be assessed against the following sub-criteria:

- Project organisation, team structure and capacity (10 points)
  The extent to which the Tenderer presents a clear and effective project organisation, including the proposed team structure, allocation of responsibilities, available capacity and arrangements to ensure continuity throughout the Programme.

  The assessment will consider:
  - whether responsibilities are clearly assigned;
  - whether the proposed capacity is sufficient for the planned activities, and;
  - whether appropriate arrangements are in place to manage staff availability, continuity and the replacement of key personnel where necessary.

- Governance, bilateral coordination and implementation planning (10 points)
  The extent to which the Tenderer presents a clear and effective approach to organising, coordinating and managing the Programme, including collaboration between the Contractor, the Contracting Authority, the Netherlands Innovation Network (NIN) in London and relevant ecosystem stakeholders in both countries.

  The assessment will consider:
  - the clarity of the proposed governance structure, allocation of responsibilities, decision-making and escalation procedures, including the respective roles of the Contractor, the Contracting Authority, NIN London, relevant ecosystem players and Participating Organisations;
  - the effectiveness of the proposed communication and coordination arrangements to support bilateral cooperation, timely information exchange and stakeholder engagement;
  - the feasibility of the proposed implementation plan and timeline, including milestones, dependencies and arrangements for monitoring progress across the different Programme phases;
  - the identification of relevant delivery risks and dependencies, the suitability of proposed mitigating measures, and arrangements for addressing delays and implementing corrective actions;
  - how the Tenderer proposes to maintain alignment with the Contracting Authority and NIN London and manage changes to the Programme in consultation with the Contracting Authority.

5.2.4 Award criteria relating to: Programme monitoring, evaluation and sustainability of outcomes (max. number of points: 20, minimum quality threshold: 12 points)

The Tenderer must describe how the Programme's implementation, results and contribution to the intended outcomes will be monitored and evaluated, and how the knowledge, relationships and collaboration opportunities developed through the Programme will be sustained beyond its completion.

The response will be assessed against the following sub-criteria:

- Monitoring framework and indicators (5 points)
  The extent to which the Tenderer proposes relevant and measurable indicators, data collection methods and monitoring arrangements to track implementation, participation, activities, outputs and progress towards the Programme's objectives.

  The assessment will consider:
  - the clarity and relevance of the proposed indicators, the availability and reliability of the underlying data, the frequency of data collection and the allocation of responsibilities for monitoring and reporting;

- whether the proposed framework distinguishes between activities, outputs and outcomes and provides a proportionate basis for assessing progress against the Programme's objectives.

- Evaluation methodology and assessment of outcomes (5 points)
  The extent to which the Tenderer proposes a robust and proportionate methodology for evaluating the Programme's results and outcomes, including the development of Bilateral use cases, cross-border collaboration, stakeholder engagement and progress towards the intended impact.

  The assessment will consider:
  - how the proposed methodology establishes the Programme's contribution to its intended results, identifies factors that have supported or hindered progress, and captures lessons learned that can inform future bilateral quantum technology initiatives;
  - whether the proposed approach distinguishes between results to which the Programme can reasonably be considered to have contributed and longer-term impacts that depend on additional factors.

- Reporting, lessons learned and recommendations (5 points)
  The extent to which the Tenderer proposes clear and effective arrangements for reporting progress, results, lessons learned and recommendations to the Contracting Authority and NIN London, including the proposed reporting format, frequency and final evaluation.

  The assessment will consider:
  - the clarity, relevance and usability of the proposed reporting arrangements, including how deviations from plans, emerging risks, results and recommended actions will be communicated and followed up;
  - whether the reporting provides a sound basis for oversight, decision-making and future programme development.

- Sustaining knowledge and supporting continued collaboration (5 points)
  The extent to which the Tenderer proposes effective measures to safeguard and disseminate knowledge, maintain relevant relationships and support continued collaboration between Dutch and UK ecosystem stakeholders beyond the Programme's completion.

  The assessment will consider the feasibility and relevance of the proposed measures, including arrangements for sharing knowledge and lessons learned, identifying follow-on opportunities and supporting the continuation of promising collaborations. The assessment will take account of the extent to which these measures are proportionate to the Programme's scope and can be implemented within the Tenderer's role, subject to the willingness and resources of the Participating organisations.

5.3 Assessment method for qualitative award criteria

During the evaluation, the assessment team will assess the qualitative award criteria in accordance with the following evaluation scale.

For each qualitative award criterion (§ 5.2.1 to § 5.2.4), the assessment team will determine an overall quality qualification based on the evaluation scale below. The corresponding weighting percentage will be applied to the maximum number of points available for that award criterion to determine the score for that criterion. The assessment of the individual sub-criteria will inform the overall quality qualification; the sub-criteria will not be assessed as separate grounds for exclusion.

Quality qualification	Description	Weighting percentage
Excellent	The response is exceptionally well-elaborated, fully concrete, comprehensively substantiated, and offers a high degree of clear added value for the Programme.	100%
Good	The response is well-elaborated, concrete, and clearly substantiated, offering distinct added value for the Programme in several areas.	80%
Satisfactory	The response is complete, meets all baseline expectations, and is sufficiently substantiated to ensure a solid execution of the Programme.	60%
Moderate	The response is incomplete or insufficiently detailed, displaying minor gaps or shortcomings with regard to certain required aspects.	40%
Poor	The response fails to meet baseline expectations and displays major shortcomings, lacks concrete elaboration, or is largely unsubstantiated.	20%
Unacceptable	No response was provided to the question, or the response is entirely non-compliant.	0%

A Tenderer must achieve the minimum quality threshold specified for each award criterion in Section 5.1. The minimum threshold for each criterion corresponds to 60% of the maximum points available for that criterion. Accordingly, a quality score below the minimum quality threshold for any individual award criterion will result in the Tenderer failing to meet the minimum threshold and being excluded from the procurement procedure.

5.4 Award criteria relating to: prices/rates

The Tenderer must include with the tender a detailed budget overview specifying the projected number of hours or days, the corresponding rates, and all other budgeted expenses for the execution of the assignment, as set out in paragraph 3.3– "Requirements relating to the budget: prices, rates and costs". The Tender must include this detailed budget breakdown to show the relationship between the resources deployed (hours/rates/costs) and the proposed activities, in order to provide insight into the cost-effectiveness of the proposed deployment of resources.

For this procurement procedure, the weighted price per point method will be used to determine the final ranking of the Tenders.

The Tenderer with the lowest weighted price per point will achieve the highest ranking, subject to the Tender meeting all applicable requirements and the minimum quality thresholds set out in this Tender Document.

The Tenderer must state the maximum total price for the full performance of the contract, both excluding and including VAT, using the Annex 2 entitled 'Prices/Rates'. This maximum total price constitutes the final ceiling of the budget.

For calculating the weighted price per point, the following weights will be given to the maximum total price an de total score for the qualitative award criteria:
Weight maximum total price: 0.2
Weight total score qualitative award criteria: 0.8

The following formula will be used to calculate he weighted price per point:

$$\frac{\text{Tenderers' maximum total price excl. VAT}^{a}}{\text{Total score qualitative award criteria}^{(1-a)}} * 100 = \text{weighted price per point}$$

a = appointed weight to price (0.20)
1-a = the appointed weight to the qualitative award criteria (0.80)

For evaluation purposes, the price score will be based on the maximum total price excluding NL VAT submitted by the Tenderer. If the Tenderers' maximum total price exceeds EUR 413,223, excluding NL VAT but including (if applicable) the amount of any VAT and charges outside the EU and EUR 500,000, including NL VAT, the Tenderer will be excluded from the procurement procedure.

Example

In the table below you may find an example for how the formula works. In this example we have received a Tender from 3 different companies. The maximum score for the qualitative criteria is 100 points.

Description	**Tenderer A**	**Tenderer B**	**Tenderer C**
Offered maximum total price excluding NL VAT	€ 413,000,	€ 400,000,	€ 380,000,
Total score on qualitative criteria	80 points	90 points	85 points
Weighted price per point	$413{,}000,-^{0.2}/80^{0.8}$	$400{,}000,-^{0.2}/90^{0.8}$	$380{,}000,^{0.2}/85^{0.8}$
	x100= 39.88	x100= 36.06	x100= 37.36
Ranking	3	1	2

Tenderer B received the lowest 'weighted price per point' (36.06) which consequently means that this Tenderer has submitted the Most Economically Advantageous Tender (see paragraph 6.4)

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

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

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements set out in Sections 3 and 4 will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

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

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the lowest 'weighted price per point' based on the best price-quality ratio.

The Tenderer's 'weighted price per point' will be rounded to two decimal place. No scores will be rounded off until the moment that this 'weighted price per point' is determined.

In the event that two or more Tenderers achieve an equal 'weighted price per point', and this equal score would result in the Contracting Authority having to award the Contract to more parties than desired, the following tie-breaking procedure will be applied to determine the final ranking:

- The Contract will be awarded to the Tenderer with the highest final score for qualitative award criterion § 5.2.2 "Programme approach and connection to quantum ecosystem".
- If the scores for § 5.2.2 are also equal, the Contract will be awarded to the Tenderer with the highest final score for qualitative award criterion § 5.2.1 "In depth knowledge and understanding of the international quantum ecosystem".
- If the scores for § 5.2.1 remain equal, the Contract will be awarded to the Tenderer with the highest final score for qualitative award criterion § 5.2.3 "Organisation, execution and governance".
- If the scores for § 5.2.3 remain equal, the Contract will be awarded to the Tenderer with the highest final score for qualitative award criterion § 5.2.4 "Programme monitoring, evaluation and the safeguarding of outcomes".

If, after applying all of the steps above, the definitive scores of the respective Tenderers remain entirely equal, the final determination of the Tenderer to whom the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.
You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.
If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Sophie van Bochove, iucrvoteam2@rvo.nl.

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

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

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.

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

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority
Questions are to be asked via TenderNed. See Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed or English | TenderNed. For each question, clearly indicate which chapter, section, article and/or page your question relates to.

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

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

7.3.4 Validity period and submission of Tender
The Tender must be valid for at least four 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 Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

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

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

7.3.8 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

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

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

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria. Please note	Add to TenderNed

	the maximum number of pages to be used (paragraph 5.2)	
'Prices/Rates' Annex 2	Prices/rates included in the quotation	Add to TenderNed
Reference statements Annex 6	The reference statements in which your experience with the core competences is demonstrated	Add to TenderNed
CVs	CVs of key persons in the execution of the Programme	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

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 ESPD:

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

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

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

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

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

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

7.3.18 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 Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

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

7.3.20 Communication and language
During the tendering process, communication with the Tendering Authority must be conducted in Dutch OR English .

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

During the fulfilment of the contract, communication must be conducted in 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 explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions
The draft Contract, Data processing Agreement and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose substantiated textual amendments.

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 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 Tendering Authority.

Standstill period

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

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

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

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four 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 1: European Single Procurement Document
Annex 2: Prices/Rates
Annex 3: Draft Contract
Annex 3a: Draft Data processing Agreement
Annex 3b: Non-Disclosure Agreement
Annex 4: ARVODI-2025
Annex 5: Complaints Procedure
Annex 6: References
Annex 7: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)