



**Tendering guidelines  
of  
KB, National Library of the Netherlands  
  
for the  
  
Public European Tendering Procedure  
Delivery and maintenance of a Digital Asset  
Management and Preservation System (DAMPS)**

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## 1 Definitions and reading guide

All definitions from the tendering guidelines apply in full to the tendering guidelines and all accompanying documents and annexes.

By means of these tendering guidelines, you are invited to submit a tender. These tendering guidelines contain all relevant information concerning the contract and the explanation of the procedure, the award criteria and the way in which tenders will be evaluated. Background and other information about the contract are described in “Annex 2 Context and architecture”.

In all tendering documents, the following definitions will apply.

| Term                                      | Definition                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Administer                                | The performance of the required measures for guaranteeing the safety, authenticity, integrity, usability, reliability and accessibility of the information in both the short and the long term.                                                                                                                                                                                                   |
| Administrator                             | Authorized person responsible for administration of the system, the data, the metadata and the Batch Processes. Administrator is an umbrella term for various different types of administrators, each with their own responsibilities. This includes functional administrators. Note: KB maintains a strict separation of roles between the different types of administrators.                    |
| Administration                            | Administration is defined to include Technical, Functional and Application Administration.                                                                                                                                                                                                                                                                                                        |
| Agent                                     | A person, organization, external system or Tool that plays a role in the DAMPS.                                                                                                                                                                                                                                                                                                                   |
| Agreement                                 | The material, written arrangements between the Contracting Authority and the Contractor, including specific agreements to be contracted, such as: SLA, DAP, DFA, etc.                                                                                                                                                                                                                             |
| Application                               | A request, submitted electronically by the Tenderer in response to these Tendering Guidelines, to participate in the present tendering procedure.                                                                                                                                                                                                                                                 |
| Arrangements and Procedures Dossier (DAP) | Component of the agreements to be contracted for administration or support. The DAP will contain, at a minimum: <ul style="list-style-type: none"><li>• all operational communication</li><li>• list of respective contact persons (names, telephone numbers, email addresses)</li><li>• joint procedures.</li></ul> It is a description of the arrangements and procedures derived from the SLA. |

| Term                  | Definition                                                                                                                                                                                                                                                                                 |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Award decision        | The choice of the Contracting Authority for the Tenderer with which the Contracting Authority wishes to enter into a Contract.                                                                                                                                                             |
| Batch Process         | An action or combination of actions that is performed by the system without interaction with a user. A user launching a batch process can then log out or continue to work with the system without having to wait for the result of the Batch Process.                                     |
| BNJ                   | Books, Newspapers and Journals.                                                                                                                                                                                                                                                            |
| CB                    | Formerly “Centraal Boekhuis”.<br>Main distributor for books and e-books in the Netherlands.                                                                                                                                                                                                |
| Collection            | A content-based grouping of Publications. In OAIS terminology, this is an AIC.                                                                                                                                                                                                             |
| Consortium            | Two or more natural persons or legal persons who submit a Tender in the form of a cooperative as one Tenderer and/or who apply as one Tenderer for the tendering procedure.                                                                                                                |
| Consortium partner    | Any party making up part of the tendering Consortium.                                                                                                                                                                                                                                      |
| Consultancy           | Consultancy is defined as obtaining a detailed, expert solution based on an inventory of both a functional and technical requirement. The detailed solution may consist of a strategic, tactical or operational context, or a combination of these.                                        |
| Contract              | Goods and/or services relating to the present tendering procedure, as described in the Tendering Documents, pursuant to the Agreement.                                                                                                                                                     |
| Contracting Authority | KB, National Library of the Netherlands – <i>De Koninklijke Bibliotheek</i> (KB)                                                                                                                                                                                                           |
| Contractor            | The Tenderer with which an Agreement is entered into based on this tendering procedure for the Contract to be awarded.                                                                                                                                                                     |
| DAMPS                 | The entire Digital Asset Management and Preservation System. This is the facility for storage of the digital collections of the Contracting Authority. It is made up of two components: DAMPS software and DAMPS storage.                                                                  |
| DAMPS software        | The software layer that provides for the entire workflow, archiving, preservation and databases used to save and deliver the content and metadata.<br>It is not a Content Management or Records Management system.<br>This is the software that is the object of this tendering procedure. |
| DAMPS storage         | Storage component of DAMPS for saving , processing,                                                                                                                                                                                                                                        |

| Term                        | Definition                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | retaining/preserving and delivering the content as AIPs.                                                                                                                                                                                                                                                                                                                          |
| DANS                        | Digital Archiving and Networked Services)                                                                                                                                                                                                                                                                                                                                         |
| Data Model                  | The logical data model of the system is an implementation of the KB data model in which the entities on which information must be recorded are defined, with the corresponding attributes, and in which the interrelationships between the entities are identified.                                                                                                               |
| DBNL                        | The Digital Library of Dutch Literature ( <i>Digitale Bibliotheek voor de Nederlandse Letteren</i> ).<br>A digital collection of primary and secondary information on Dutch language and literature and its historical, societal and cultural context ( <a href="http://www.dbnl.nl">http://www.dbnl.nl</a> ).                                                                    |
| Deliverable                 | The goods, rights of use and other property rights delivered and to be delivered by the Contractor to the Contracting Authority, and the services to be rendered and the work to be performed by the Contractor for the Contracting Authority, as well as the completion and handover of a physical work.                                                                         |
| Delivery                    | A quantity of SIPs delivered to KB at the same time.                                                                                                                                                                                                                                                                                                                              |
| DFA                         | Dossier of Financial Arrangements; Description of the arrangements and procedures following from the SLA.                                                                                                                                                                                                                                                                         |
| Digital collection          | The collection of the Contracting Authority that is born digital or digitized and must be preserved for the future. This refers to (for example) archived Dutch websites, digitized books, newspapers and journals, or e-books. Some of this data is unique, and if lost would be the loss of irreplaceable Dutch cultural heritage.                                              |
| DM 1.5                      | Digital Warehouse 1.5 ( <i>Digitaal Magazijn</i> ).                                                                                                                                                                                                                                                                                                                               |
| e-Depot                     | The Digital Depot of KB.<br><a href="https://www.kb.nl/organisatie/onderzoek-expertise/e-depot-duurzame-opslag/informatie-voor-nederlandse-uitgevers">https://www.kb.nl/organisatie/onderzoek-expertise/e-depot-duurzame-opslag/informatie-voor-nederlandse-uitgevers</a>                                                                                                         |
| Eligibility Requirement     | Requirement set on the Tenderer for the purposes of determining the suitability of the organization. If an Eligibility Requirement is not met, the Tenderer is excluded from further participation. In part IV (Selection Criteria) of the European Single Procurement Document, the Tenderer indicates whether the Selection Criteria set in these Tendering Guidelines are met. |
| Entrepreneur                | Any natural or legal person, public body or Consortium of such persons/bodies offering the Delivery of products and/or performance of Services on the market.                                                                                                                                                                                                                     |
| European Single Procurement | The self-reported statement as referred to in the Dutch Public                                                                                                                                                                                                                                                                                                                    |

| Term                            | Definition                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document (ESPD)                 | Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> ).                                                                                                                                                                                                                                                                                                          |
| File                            | A named and ordered sequence of bytes that is known by the operating system.                                                                                                                                                                                                                                                                                    |
| Functional administration       | Administration of the information facility for the purposes of a user organization, including specification (interpretation) of the information need, directing of the process of creating the information facility, and administration of the operating information.                                                                                           |
| GGC                             | The Shared Automated Catalogue System ( <i>Gemeenschappelijk Geautomatiseerd Catalogiseersysteem</i> ).<br><a href="https://www.oclc.org/nl/ggc.html">https://www.oclc.org/nl/ggc.html</a>                                                                                                                                                                      |
| GMH                             | The Shared Metadata Harvester ( <i>Gemeenschappelijke Metadata Harvester</i> ).<br><a href="https://harvester.dans.knaw.nl/">https://harvester.dans.knaw.nl/</a>                                                                                                                                                                                                |
| Incident                        | An incident is a report by the Contracting Authority to the Contractor's support desk. An incident may pertain to: <ul style="list-style-type: none"> <li>• A service outage</li> <li>• A change request</li> <li>• A request for information</li> </ul>                                                                                                        |
| Infrastructure management       | Infrastructure management is defined as the maintenance of the information system, which consists of hardware and storage. This includes day-to-day operational management, monitoring, incident handling, problem handling and change handling, and the adaptive maintenance (upgrades and migrations) of the infrastructure.                                  |
| Installed Base                  | The technical infrastructure and all corresponding components in the existing individual servers and storage environments of the Contracting Authority.                                                                                                                                                                                                         |
| KB                              | KB, National Library of the Netherlands.                                                                                                                                                                                                                                                                                                                        |
| KBGA                            | KB Data Architecture ( <i>KB Gegevens Architectuur</i> ).<br>The total of storage and services of KB for use in accessing collections.                                                                                                                                                                                                                          |
| Main Contractor                 | An entrepreneur issuing an Application/Tender as its own risk and expense, but which will also engage Subcontractors for the performance of the assignment or parts thereof.                                                                                                                                                                                    |
| Mandatory grounds for exclusion | Obligatory grounds for exclusion of a tenderer from participation, as set out in the amended Procurement Act 2012, which a Tenderer must not meet. If a mandatory ground for exclusion is met, the Tenderer is excluded from further participation. In part III of the European Single Procurement Document, the Contracting Authority specifies what mandatory |

| Term                           | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | grounds for exclusion apply to this tendering procedure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| MDO                            | Metadata Storage ( <i>MetaDataOpslag</i> ).<br>A database of KB containing, in part, the descriptive metadata (also known as bibliographic metadata) of the works that KB has in its possession. MDO is primarily intended for availability purposes and is a component of the KBGA.                                                                                                                                                                                                                                                                                |
| MDS                            | MetaData Store.<br>The database with metadata on the publications that make up DM1.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Metadata                       | This includes descriptive metadata, administrative metadata, technical metadata, structural metadata, legal metadata, event metadata and meta-metadata. Metadata always belongs to a specific object (a publication, a collection, etc.). The data model defines what metadata can be recorded for a given object. The data model itself is not metadata.                                                                                                                                                                                                           |
| Metamorfoze                    | Metamorfoze is the Dutch national programme for the preservation of printed heritage.<br><a href="https://www.metamorfoze.nl/">https://www.metamorfoze.nl/</a>                                                                                                                                                                                                                                                                                                                                                                                                      |
| Monitoring                     | The monitoring of the environment by means of the ongoing tracking of the status and health of the configuration on the basis of defined threshold values being exceeded, SNMP traps or other alerts.                                                                                                                                                                                                                                                                                                                                                               |
| NBN                            | National Bibliographic Number.<br>The National Bibliographic Number is a persistent identifier that is administered for the Netherlands by KB. The NBN is described in RFC 3188.                                                                                                                                                                                                                                                                                                                                                                                    |
| OAIS                           | The terminology in this document follows the ISO 14721 standard, Reference Model for an Open Archival Information System (OAIS).                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Omission                       | If it is apparent that information in a Tender requires a simple clarification, correction of minor shortcomings/evident mistakes or obvious material errors (a material error is an error resulting from a mistake or typographical error), so long as the change/addition does not in real terms constitute the submission of a new Tender. This opportunity will be granted by way of exception and will not be allowed in the case of a missing document (or missing information) that must be provided to the Contracting Authority upon penalty of exclusion. |
| Optional grounds for exclusion | Optional grounds for exclusion of a tenderer from participation,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Term                           | Definition                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | as set out in the amended Procurement Act 2012, which a Tenderer must not meet. If an optional ground for exclusion is met, the Tenderer is excluded from further participation. In parts IIIB and IIIC of the European Single Procurement Document, the Contracting Authority specifies what optional grounds for exclusion apply to this tendering procedure. |
| Persistent identifier          | A long-lasting reference to a digital object.                                                                                                                                                                                                                                                                                                                   |
| Publication                    | Any published material, such as an e-book, newspaper edition, website, journal, journal article, etc. A publication may be a component of another publication. In the System, a publication consists of one or more Files and Metadata.                                                                                                                         |
| Qualitative selection criteria | Criteria on the basis of which Tenderers will be assessed who do not meet any mandatory grounds for exclusion or defined optional grounds for exclusion and who do meet the defined suitability requirements.                                                                                                                                                   |
| Selection decision             | The Contracting Authority's choice of what Tenderers are selected and invited to submit a Tender.                                                                                                                                                                                                                                                               |
| Services                       | The activities to be performed by the contractor for the Contracting Authority on the basis of the contract, not being works or deliveries.                                                                                                                                                                                                                     |
| Service Level Agreement (SLA)  | The document setting out the service levels to be provided with respect to the Services and in which the specific arrangements are documented on the administration and service activities to be performed by the Contracting Authority for the Contractor. Component of administration or support services.                                                    |
| SeSAM                          | Secure Service Access Management.<br>An application developed by KB that ensures that access to digital collections and their corresponding metadata is kept secure. SeSAM uses policies to determine whether a client is given access to specific files.                                                                                                       |
| Set                            | A collection of Publications or a collection of Files created by an Administrator to serve as input for a Batch Process. The actions in the Batch Process are then performed on each of these Publications or Files.                                                                                                                                            |
| Silent Cube storage system     | Brand of archival storage solution.<br><a href="https://www.fast-lta.de/en/products/en-silent-cubes">https://www.fast-lta.de/en/products/en-silent-cubes</a>                                                                                                                                                                                                    |
| Single Point of Contact (SPOC) | The Contractor has a standing team to serve as the contact point for advice, sales and technical issues. For technical issues, there is a single support desk available to which the Contracting Authority can report an incident (service outage, change                                                                                                       |

| Term                                          | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               | request, question). If the Incident is transferred to a material expert, this expert and if applicable, his/her team, becomes the case handler, thereby becoming the Contracting Authority's point of contact for that incident. If external expertise of another department, supplier or subcontractor is needed, these contacts will go through the case handler.                                                                                                                                                                                                                                                                     |
| Subcontractor                                 | An entrepreneur performing components of the Contract at the instruction of a Tenderer but without being in the employ of the Tenderer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Summary of additional information and changes | Document containing the anonymised questions of Tenderers and the Contracting Authority's responses, as well as any changes to the Tendering Documents. All summaries of additional information and changes constitute an integral and binding element of the Tendering Documents and prevail above the Tendering Guidelines (depending on the phase the tendering procedure is in).                                                                                                                                                                                                                                                    |
| Support = maintenance                         | <p>Support is defined as the provision of maintenance (through the supplier) in the role of SPOC by the manufacturer of the servers and storage (tier1 support). This refers to "break and fix" situations. Support is provided in accordance with a predefined and agreed SLA/DAP with the supplier/manufacturer (and/or within the warranty conditions).</p> <p>Support is also defined to include: The performance and/or organization of the resolution of defects in the hardware and/or bugs in the software, as well as the provision of pre-agreed 2nd or 3rd-line support as well as proactive monitoring and replacement.</p> |
| System                                        | The product delivered by the Supplier to fulfil this tender. References to "another system" or "an external system" refer to applications or software components outside the system.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Technical application administration          | <p>Technical application administration means keeping the application software, data files and middleware of the information system operational.</p> <p>This includes day-to-day operational administration, monitoring, incident handling, problem handling and change handling, and the adaptive maintenance (upgrades and migrations) of the application software.</p>                                                                                                                                                                                                                                                               |
| Tender                                        | An offer based on the Tendering Guidelines submitted by a Tenderer electronically by means of the TenderNed platform.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Tenderer                                      | The entrepreneur (a natural person or legal person) who has                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| Term                | Definition                                                                                                                                                                                                                                                                                                            |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | submitted a Tender or who intends to submit a Tender to the Contracting Authority for the purposes of this tendering procedure.                                                                                                                                                                                       |
| Tendering documents | The Tendering Guidelines, including annexes and summaries of additional information and changes, by which the Tenderer is invited to submit an Application and by which the Tenderer is invited to submit a Tender.                                                                                                   |
| Third party         | Any natural or legal person, regardless of the legal nature of the connection to the Tenderer.                                                                                                                                                                                                                        |
| Tool                | A clearly delineated function that the system offers as standard or that is added to the system, for example by means of a third-party plug-in or a component developed by KB. If the system offers the function as standard, this is referred to as an internal Tool; in all other cases it is an external tool.     |
| User                | An external system or an employee of KB who uses functionality offered by the system.                                                                                                                                                                                                                                 |
| Version             | A Version (of a publication/AIP/file/metadata) is an information object or metadata object that undergoes or has undergone a change (an “event”). Any change to an object creates a new Version of the object, with the original object being retained. The relationships between Versions of objects are documented. |
| Virtualisation      | Virtualisation ensures that one physical system can be broken down into multiple logical entities that can be offered separately.                                                                                                                                                                                     |

## 2 Introduction and description of contract

These tendering guidelines have been drafted for the purposes of the procedure for the Delivery and maintenance of a Digital Asset Management and Preservation System (DAMPS) This document provides a description of the contract and identifies all applicable requirements and conditions.

### 2.1 The Contracting Authority

The Koninklijke Bibliotheek (KB) is the National Library of the Netherlands. Its task is the preservation and making available of Dutch cultural heritage in printed and written form, and to an increasing degree in digital form as well. Since 31 August 1993, KB has operated as a non-departmental public body financed by the Ministry for Education, Culture & Science. The System of Public Library Facilities Act, or Wsob (*Wet Stelsel Openbare Bibliotheekvoorzieningen*), which went into effect on 1 January 2015, gave KB a controlling role within the network of public libraries and the responsibility for the performance of certain systemic tasks. With the new act, KB was also given responsibility for the development of the national digital library.

#### Mission

Using the power of the written word to achieve a smarter, more competent and more creative Netherlands. This we do together with numerous partners within the domain of public libraries, our heritage and science. As the national library, KB makes the library collection of the Netherlands visible, sustainable and accessible. Free access to these jointly owned, publicly funded libraries enables people to come up with new ideas and build on each other's insights.

### 2.2 The contract

The contract comprises:

1. The delivery of a system (or potentially a combination of systems) for the permanent retention and preservation of, and access to, the digital heritage for which KB is responsible, meeting our (non-mandatory) requirements to the maximum possible extent (for more information, see Annex I – Requirement Specification). The system will be hosted on-site on an DTAP environment on infrastructure and storage hardware of KB. The expected lifetime will be 10 years. After the initial term of the 4-year agreement (see also section 2.3 Contract form), the KB can opt for a new tendering procedure from which another supplier may be contracted, instead of using the extension option (s).

*Note: we are not looking for a Content Management or Record Management system, because this will not meet our requirements.*

2. Full maintenance and support for the entire lifetime of the system. All future functionality (major releases, extra modules as components of the system) must be included in the supplier's TCO offer.

3. Implementation in a DTAP street in accordance with Implementation Plan (see Annex 4), including links to underlying storage by means of the S3 protocol.
4. Setup and performance of Proof of Concept (see Annex 3).
5. Consultancy services at an hourly rate (per role) as set out in the initial offering. These consultancy services include but are not limited to:
  - a. setup of ingestion flows and workflows;
  - b. creation of interfaces to surrounding systems (for more information, see Annex 2 - Context and architecture);
  - c. performance of comprehensive application administration (by KB), in the form of coaching and training;
  - d. migration of existing content to the new system.

### 2.2.1 Out of scope

Out of scope of this contract are:

- Library catalogue;
- Direct access for end users;
- Storage - this is the object of a separate procedure;
- Functional and technical application administration.

### 2.2.2 Volume

With regard to the volume of the contract, the following numbers can be given.

| Description                                           | Number of users |
|-------------------------------------------------------|-----------------|
| Collection specialists (read permissions and reports) | 8               |
| Catalogists                                           | 5               |
| Digital Permanent Access Department                   | 11              |
| IT Specialists                                        | 5               |
| Staff making content available                        | 8               |
| <b>Total number of users</b>                          | <b>37</b>       |

Table 1: Estimated number of users in contract at present

| Description                             | Number  |
|-----------------------------------------|---------|
| Current size of digital collection      | 687 TB  |
| Current growth of collection per year   | 20%     |
| Number of years estimated for migration | 5 years |

Table 2: Estimated volume of contract at present

| year                    | total volume in DAMPS | growth of collection (TB) |
|-------------------------|-----------------------|---------------------------|
| 1<br>start of migration | 274                   | 137                       |
| 2                       | 577                   | 164                       |
| 3                       | 912                   | 197                       |
| 4                       | 1287                  | 237                       |
| 5<br>End of migration   | 1709                  | 284                       |
| 6                       | 2051                  | 341                       |
| 7                       | 2461                  | 410                       |
| 8                       | 2953                  | 492                       |
| 9                       | 3544                  | 590                       |
| 10                      | 4253                  | 708                       |

Table 3: Estimated growth figures

No rights can be derived from this estimate in terms of minimum and/or maximum volume.

### 2.3 Contract form

The goal of the tendering procedure is to arrive at an agreement with one (1) contractor. This agreement will be subject to the Contracting Authority's General Government Terms and Conditions for IT Contracts 2016 (ARBIT 2018) of 23 September 2016, no. 3172110 (**Annex ARBIT 2018**).

The agreement will have an initial term of four years with the option for the Contracting Authority to unilaterally extend the agreement under the same conditions three times for a duration of two years each. The agreement commences at the moment that the agreement is signed by both parties.

If the KB uses one or more extensions, it will give notice in writing no later than 6 months prior to the expiration date. If the agreement is not extended, or can no longer be extended, it ends by operation of law.

### 2.3.1 Indexation

The agreed fees are in any event fixed during the initial duration of the agreement, and at the request of the contractor can be revised a maximum of one time per extension on the basis of the percentage change of the CBS index Services Prices (DPI), aggregate “62 Computer programming, consulting and related services” as calculated based on the annual average under application of the following indexation formula:  $(\text{annual average for new year} - \text{annual average for old year}) / \text{annual average for old year} \times 100\%$  (rounded to two decimal places).

The new year is considered to be the most recent full year for which the average definitive index figure has been calculated; the old year is considered to be the year preceding the new year.

### 2.3.2 Runner-up contractor agreement

After the awarding to the highest-scoring tenderer, a Proof of Concept will be run with this tenderer. If the Proof of Concept is successfully completed, an agreement will be signed with this highest-scoring tenderer. The second-highest ranked tenderer is placed in the “waiting room”. Placement in the waiting room does not entail a financial compensation from KB. A “Runner-up contractor agreement” will be signed for this purpose.

In practice, this will be handled as follows. In the event that the Proof of Concept with the highest-scoring tenderer does not succeed in accordance with the requested services as set out in the tendering documents, agreement and bid, no agreement will be signed with the tenderer who received the awarding and the runner-up contractor agreement with the second-highest ranked tenderer will be used.

The runner-up contractor agreement may also be used if the agreement is prematurely rescinded for other reasons.

By bidding for the tendering procedure, tenderers consent to the construct as set out above and declare that within a term of one month after a written notification from the client they will be able to fully take on the execution of the contract up until the expiration date. The tender of the second-highest ranked tenderer is then “frozen”.

The term of the runner-up contractor agreement is until after the completion of the Proof of Concept.

### **2.3.3 Service level agreement**

The content of the Service Level Agreement (SLA) will be coordinated with the Contractor after the definitive awarding. Specific requirements with respect to the SLA are given in Annex 1 – Requirements Specification. These requirements will be included in the definitive SLA as mandatory.

### **2.3.4 Arrangements and Procedures Dossier**

Attached is a model “Arrangements and Procedures Dossier” (DAP), Annex D. After the definitive awarding, the Client and the Contractor will coordinate on and draft the DAP.

### **2.3.5 Commercial clauses**

Annex B sets out the commercial clauses; these are a part of the agreement.

If this European Procurement Procedure leads to awarding of the Agreement, the commercial clauses of KB then apply to this Agreement.

### 3 Procedure

#### 3.1 General

The contract is put out on the market on the basis of the Public Procurement Act 2012 (*Aanbestedingswet 2012*) as most recently amended and published in the Bulletin of Acts & Decrees (*Staatsblad*) on 28 July 2017, setting out rules governing the procedures for awarding government contracts for works, deliveries and services (hereinafter: AW 2012), and is done by following the public tendering procedure.

#### 3.2 General terms and conditions

The applicability of general terms and conditions of the tenderer under any title whatsoever is hereby explicitly excluded. The General Government Terms and Conditions for IT Contracts 2016 (ARBIT 2018) or 23 September 2016, no. 3172110 of the Contracting Authority apply (**Annex ARBIT 2018**).

#### 3.3 Most Economically Advantageous Tender (MEAT)

The Contracting Authority will award the Contract on the basis of what is in the opinion of the Contracting Authority the most economically advantageous tender (MEAT) on the basis of the best price-quality ratio (best PQR).

#### 3.4 TenderNed

The entire tendering procedure will be carried out digitally on the TenderNed electronic platform.

This means that all tendering documents must be provided via TenderNed, that all communication must be via TenderNed, and that tenders may only be submitted via TenderNed. Each tenderer is personally responsible for the submission of their own digital tender. Tenders that are not submitted via the tendering platform will not be accepted. The risk of late submission is the tenderer's responsibility.

The TenderNed user guide is available on <https://www.TenderNed.nl/e-gids/handleiding/handleiding-onderneming>. It provides more information about TenderNed's functionality and how to use it. For any questions, or if anything is unclear about how to use TenderNed (for example, in the event of problems logging in or submitting a document), contact the TenderNed service desk. The TenderNet service desk is available on weekdays from 8:30 AM to 4:30 PM by phone on 00 31 800 - 836 33 76 or by email at servicedesk@Tenderned.nl.

**Note!**

The Contracting Authority recommends that well before the deadline for submission of your tender, you verify that your enterprise is correctly registered in TenderNed and that a person within your organization has the authority to digitally submit a tender. If this is not the case, you must first register as an enterprise on TenderNed. This can take anywhere from several days to several weeks, and the Contracting Authority has no influence on this process.

**3.5 Contact person**

The contact person for this tendering procedure is Coby Berger. The contact person can be reached using the TenderNed messaging module.

For this tendering procedure, tenderers may not contact anyone at the Contracting Authority other than this contact person. If a tenderer does contact anyone else at the Contracting Authority, and particularly if there is any suggestion of influencing the procedure in any way whatsoever, the Contracting Authority is authorized to exclude the tenderer in question from further participation in the procedure. Contact with regard to ongoing activities with the Contracting Authority is, of course, permitted.

**3.6 Tendering documents**

The tendering documents consist of all documents published on TenderNed plus all information shared via TenderNed.

**3.7 Schedule of tendering procedure**

The schedule of the tendering procedure is as follows:

| Activity                                                                                                                            | Date (dd-mm-yyyy)    |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Publication on TenderNed                                                                                                            | 23-05-2019           |
| Last date for asking questions in the first question session                                                                        | 06-06-2019 12:00 CET |
| Target date for publication of first summary of additional information and changes                                                  | 13-06-2019           |
| Last date for asking questions in the second question session                                                                       | 20-06-2019 12:00 CET |
| Target date for publication of second summary of additional information and changes at least 10 days prior to submission of tenders | 27-06-2019           |
| Final deadline for submitting a tender                                                                                              | 08-07-2019 12:00 CET |
| Target date for sending of award decision                                                                                           | 15-07-2019           |
| End of objection period<br>at least 20 calendar days standstill period                                                              | 04-08-2019           |

|                             |                               |
|-----------------------------|-------------------------------|
| Provisional Awarding        | 05-08-2019                    |
| Implementation period (PoC) | 01-09-2019 through 01-03-2020 |
| Start date of contract      | 15-03-2020                    |

Table 4: Schedule

Contracting Authority reserves the right to unilaterally make changes to the schedule or to depart from the schedule. Any such changes will be communicated in a summary of additional information and changes and/or a message on TenderNed, and incorporated into the schedule on TenderNed.

In the event of a discrepancy between the schedule on TenderNed and the schedule in these tendering guidelines, these tendering guidelines prevail.

### 3.8 Question sessions

Material and procedural questions concerning the tendering process must be asked using the question/answer module on TenderNed. Answers will be formulated in a way that will keep the identity of questioner anonymous, and be published in a summary of additional information & changes on TenderNed. The final summary of additional information & changes will be published on TenderNed no later than ten calendar days prior to the closing date for tenders. Entrepreneurs are deemed to have reviewed the content of the memorandum.

After asking questions and/or making suggestions with regard to the contract, tenderers can also submit proposals for changes in the text of the agreement and/or the general terms and conditions of procurement, so long as these proposals are accompanied by argumentation. The Contracting Authority reserves the right to adopt text proposals in modified form.

Questions may be submitted up to the date and time indicated on the schedule, as determined by the date and time on which the Contracting Authority receives the questions. Normally, questions submitted too late will not be answered. An exception would be made only if the Contracting Authority is of the opinion that the answering of the question would be essential and necessary for all tenderers.

#### 3.8.1 Deficiencies, procedural errors, contradictions and/or objections

The tendering documents have been compiled with care. If despite the Contracting Authority's best efforts there are deficiencies and/or contradictions between the tendering documents themselves or between the tendering documents and the text of the announcement, and/or there are objections to one or more components or aspects of the procedure, the tenderer must notify the Contracting Authority in a timely manner, and preferably before the first question session.

#### 3.8.2 Timeliness

Entrepreneurs are requested to not wait until the last minute to report deficiencies, procedural errors, contradictions and/or objections. If after closing of the period for the submission of a tender it becomes apparent that the tendering documents have contradictions and/or deficiencies, and

these have not been reported by any tenderer via TenderNed, the tenderer bears the risk and expense for these contradictions and/or deficiencies.

If the entrepreneur is of the opinion that an answer in a summary of additional information & changes is not correct, it must either notify the Contracting Authority via TenderNed prior to the closing date for tenders or submit a complaint in accordance with the complaint procedure.

Until that happens, the tenderer fully retains the right to immediately initiate preliminary relief proceedings by means of service of a summons on the Contracting Authority. Failure to do so means forfeiture of all rights in this regard. The Tenderer is requested to send a copy of the summons as served to the contact person.

### 3.8.3 Instructions for asking questions

- Questions must be asked using the question & answer module in TenderNed.
- Each question must provide a clear reference to Section, Paragraph and/or Annex number.
- All questions must be asked anonymously. This means that no company name or other company-specific characteristics should be given in the question.
- All questions must be asked separately; submission of multiple questions as a single question is not permitted.
- The Contracting Authority reserves the right to not answer questions that are not asked in the correct manner.
- Normally, questions submitted too late will not be answered. An exception would be made only if the Contracting Authority is of the opinion that the question is of such an essential nature that answering it is in the necessary interest of all tenderers.
- Individual questions may only be asked if the questioner invokes Section 2.53(3) of the AW 2012, providing argumentation for this condition. If the Contracting Authority is of the opinion that this argumentation is insufficient or that answering the question may be relevant to all parties, it will request the tenderer to ask the question again in a general form.
- Reporting deficiencies, procedural errors and/or conflicts is subject to the same conditions as for asking questions, excepting in that these are not tied to the question sessions as specified.

### 3.8.4 First question session

Questions for the first question session may be submitted up until the date indicated on the schedule.

The questions including answers will then be published no later than on the date (target date) indicated on the schedule, in anonymised form, on TenderNed in the form of a summary of additional information & changes.

### 3.8.5 Second question session

Questions for the second question session may be submitted up until the date indicated on the schedule.

The questions including answers will then be published no later than on the date (target date) indicated on the schedule, in anonymised form, on TenderNed in the form of a summary of additional information & changes.

### 3.8.6 Individual questions

A tenderer invoking Section 2.53(3), AW 2012, is permitted to ask an individual question. The questioner must clearly indicate that this indication is being made. If in the opinion of the Contracting Authority the question does not have a business-economic interest justifying an individual answer, the question will not be answered unless the questioner then grants its consent for the question to be included in the summary of additional information & changes.

The answer to an individual question will be sent to the questioner by message on TenderNed, and has the same status, legal and otherwise, as a summary of additional information and changes.

## 3.9 General complaint procedure

The Contracting Authority will do its best to ensure that the tendering procedure runs as meticulously as possible. Alongside the option to ask questions during the tendering procedure, entrepreneurs, sector organizations and special interest groups may raise the issue that a certain act or omission on the part of the Contracting Authority is in violation of the provisions of law or of other requirements applicable to the tendering procedure. Interested parties may also complain about actions of the Contracting Authority that violate one or more of the principles of transparency, non-discrimination, equal treatment and proportionality applicable to tendering procedures.

For such complaints, the Contracting Authority will use the standard complaint procedure as described in the definitive version of the document "Complaint handling in tendering procedures" (*Klachtenafhandeling bij aanbesteden*). This document can be consulted on: <http://www.rijksoverheid.nl/bestanden/documenten-en-publicaties/regelingen/2013/03/07/klachtafhandeling-bij-aanbesteden/klachtenafhandeling-definitief.pdf>

Complaints are handled in accordance with the provisions of III.4 as set out in part 1 of above-mentioned document. The Tenderer may submit any complaints concerning the course of the procedure in accordance with part 1 of above-mentioned document only by e-mail to [inkoop@kb.nl](mailto:inkoop@kb.nl).

The complaint reporting point is an independent contact point within the Contracting Authority that will take a fresh look at the complaint and then issue recommendations to the Contracting Authority. Here, independent means that the persons who make up the complaint reporting point are not/have

not been directly involved in the drafting of or working with the tendering documents. The complaint reporting point is intended only for disputes concerning tendering procedures governed by the Public Procurement Act. The submission of a complaint does not suspend a tendering procedure unless the Contracting Authority decides otherwise.

### 3.10 Submitting tenders

No later than on the date and time indicated on the schedule the tender, including all required documents, must be submitted via TenderNed. To submit the tender, the tenderer must upload the tender to the correct digital deposit box. Tenders submitted in other ways will not be accepted.

In the event of a demonstrable outage of the TenderNed platform that makes the submission of the tender before expiry of the submission deadline not possible then after the lapse of the deadline, the Contracting Authority may decide to extend this term. For this to happen, immediately after observing the disruption in the TenderNed service the tenderer must send an e-mail explaining the situation to [coby.berger@kb.nl](mailto:coby.berger@kb.nl) and with the subject line "TenderNed outage, DAMPS tendering procedure".

The option to extend is a unilateral right of the Contracting Authority, and is explicitly not an obligation. The Contracting Authority is not free to exercise this right from the moment that the deposit box is opened and has been able to access the tenders received. The tenderer remains independently responsible for the timely and correct submission of its tender. If the Contracting Authority decides to extend the term, all tenderers and potential tenderers will be notified of the extension. The tenderers and potential tenderers that have already submitted a tender in a timely manner will be given the opportunity to change or add to their tender within the set period of the extension.

After closing of the term for the submission of a tender, the digital deposit box will be opened by the Contracting Authority. No tenderers will be allowed to be present at the opening of the deposit box. An official report of the opening of the deposit box will be drafted, and this will be sent to any tenderer upon request.

### 3.11 Evaluation of tenders

The evaluation of the tenders will be carried out in accordance with the description below. For the entire evaluation process, tenders will be evaluated on the basis of what has been submitted by the tenderers.

The Contracting Authority will first conduct a review of the validity of the tenders. Submitted tenders must be unconditional and complete.

- Unconditional means that the tender may not have any conditions attached to it. For example, if any reservations are made on the Contracting Authority's **ARBIT 2018**, or if the general terms and conditions of the tenderer are declared applicable to the tender, the tender will be qualified as a conditional tender.

- Complete means that all required documents have been submitted with the tender and, where prescribed, have been duly signed by an officer indicated as such in the trade register. An incomplete tender will be excluded from the further evaluation procedure unless the Contracting Authority qualifies the lack of certain information as an evident omission. The lack of documents in the context of the award criteria will not, in any event, be qualified as an evident omission.

Complete tenders submitted in a timely manner will then be reviewed against the requirements of form and the conditions as described in the tendering documents. If the tender does not meet these requirements and conditions, it will be declared invalid and not included in the further evaluation.

Next, valid tenders are evaluated against:

- the grounds for exclusion, and
- the suitability requirements.

If one or more grounds for exclusion apply to the tenderer, if the tenderer does not meet one or more suitability requirements, and/or if the tenderer does not meet one or more conditions for implementation, the tender will be excluded from the further evaluation.

The remaining tenders will be evaluated by the evaluation team on the basis of the award criteria described in the tendering documents. Based on this evaluation, the tenders will be ranked.

If a tender gives rise to questions on only individual components or components of minor significance, the Contracting Authority may resolve to evaluate the tender further and only conduct follow-up/verification prior to the award decision with the tenderer if eligible for awarding of the contract. If this follow-up reveals that the tender is not eligible, the tender will then be set aside and the rankings will be recalculated.

#### **3.11.1 Tenders of equal ranking**

In the event of a tie in the final score of the tenderers finishing with equal scores the tenderer with the highest score on the qualitative award criteria will be considered to be the more highly scoring tenderer. If this score is also equal, then of the tenderers finishing with equal scores the tenderer with the highest score on the heaviest-weighted qualitative award sub-criteria will be considered to be the more highly scoring tenderer. If this score is also equal, the ranking of these tenderers will be decided by lot.

## 4 Award procedure

### 4.1 Award decision

All tenders will be notified of the results of the tendering procedure simultaneously by notice of the award decision, with argumentation, sent via TenderNed. This means that the rejected tenderers will receive a statement containing the reasons for rejection, taking into account the justified interests of the winning tenderer in relation to protection of commercial interests and confidential information.

This award decision does not constitute acceptance as defined in Section 6:217(1), Dutch Civil Code (hereinafter: DCC) of the tenderer's tender.

After receipt of the award decision, a rejected tenderer may bring an appeal at law against the award decision. This must be done within 20 days after sending of the award decision. This is a hard deadline. In the event of preliminary relief proceedings, the Contracting Authority will suspend the date of awarding until a date to be specified, depending on the result, moment and content of the decision of the preliminary relief court.

#### 4.1.1 Verification

After the announcement of the award decision, during the objection period, the Contracting Authority will proceed to verify the information in the ESPDs received from the highest-scoring tenderer/tenderers and, if applicable, of the third party/parties and all subcontractors. For this, the tenderer to which the Contracting Authority intends to award the contract or which qualifies for awarding of the runner-up contractor agreement must submit the required documentation within seven calendar days of being requested to do so by the Contracting Authority. Additionally, the Contracting Authority has the option to request this tenderer to provide further information concerning the tender in a verification meeting.

#### 4.1.2 Awarding

If it becomes irrefutably established that both the intended contractor meets all requirements and within twenty calendar days after the sending of the award decision, none of the rejected tenderers have objected to the awarding by summoning the Contracting Authority in preliminary relief proceedings, on the condition that the POC is successfully completed. After this the agreement will be signed.

In the event that an intended contractor does not meet or no longer meets the set requirements/conditions, or in the event of a decision of the competent court in preliminary relief proceedings, the Contracting Authority may make a new award decision. In that event, the new notification of the award decision will be sent simultaneously to all tenderers and the objection period of twenty calendar days applies again.

If in the situations such as referred to in the foregoing, preliminary relief proceedings are initiated in a timely manner, the Contracting Authority will not make an award decision before the decision of the competent preliminary relief court.

## **4.2 Conditions**

### **4.2.1 Term of validity**

The tenderer warrants its tender for a term of at least 90 days after expiry of the deadline for submission of tenders. If preliminary relief proceedings are initiated against the present tendering procedure, then the term of validity of the tender is automatically extended until 30 calendar days after the decision of the District Court. In all other cases, the Contracting Authority reserves the right to request the tenderers to extend the term of the validity of their tenders.

### **4.2.2 Language**

The language of choice throughout the entire tendering procedure will be English, both for verbal and written communication. The tender must be submitted in English. During the performance of the contract, all employees and representatives involved in the performance of the contract must use English in verbal and written communications in contacts with the Contracting Authority.

### **4.2.3 Use of brand names, models or patents**

The contracting authority has no preference for a particular contractor or for specific brands, models, manufacturers, sources, etc. If a condition, requirement and/or award criterion in the tendering documents pertains or seems to pertain to a specific manufacturer, source, method, brand, patent or model, origin or production, then this should be understood as “or equivalent”.

If the tenderer believes that equivalency applies, then it must demonstrate this upon request of the Contracting Authority by submitting documents evidencing this equivalence.

### **4.2.4 Reservations with regard to the tendering procedure**

Without accepting any liability for damages, the Contracting Authority reserves the right to, prior to the definitive awarding:

- i. prematurely suspend or discontinue the procedure;
- ii. decide to not award part or all of the contract;
- iii. change the schedule of the procedure;
- iv. revoke and/or revise the award decision.

### **4.2.5 Tenderer changes**

The tenderer will inform the Contracting Authority throughout the process of the procedure, both upon the Contracting Authority’s request and at the tenderer’s own initiative, of any changes in regard to the tenderer’s organization that may be relevant to the Contracting Authority in the

assessment of the information provided by the tenderer. Such changes include, for example, a material negative change in the financial information provided by the tenderer, reorganizations and changes in ownership structure.

#### **4.2.6 Competition**

The tenderer will refrain from conduct that might restrict competition between tenderers. Specifically, the tenderer will not exchange information about its tender with the other tenderers or any third party.

#### **4.2.7 Costs**

Costs relating to the drafting and submission of the tender will not be reimbursed by the tendering authority, even if the tendering procedure is discontinued.

#### **4.2.8 Reimbursement of Proof of Concept**

The winning tenderer will receive a reimbursement for the conduct/performance of the Proof of Concept (PoC). On the Price Sheet (Annex 7), the tenderer must enter the price per month for the conduct/performance of the PoC. The expected performance time of the PoC is 6 months. KB therefore guarantees reimbursement for the conduct/performance of the PoC for at least six months. If it becomes apparent in hindsight that the conduct/performance of the PoC took longer than six months, this reimbursement will be settled on the basis of the price per month indicated on the Price Sheet (Annex 7).

#### **4.2.9 Applicable law and disputes**

This tendering procedure, as well as the agreement and runner-up contractor agreement to be contracted, are governed by Dutch law. Any disputes arising from the present tendering procedure or from the agreement and runner-up contractor agreement to be contracted will only be adjudicated by the competent court in The Hague.

#### **4.2.10 Provisions in regard to taxes, environmental protection, labour protection and employment conditions**

Information concerning obligations with regard to the provisions governing taxes, environmental protection, labour protection and employment conditions as referred to in Section 2.81, AW 2012, that apply in the Netherlands can be obtained from the Dutch government website <http://www.rijksoverheid.nl> under “Ministries”:

- with regard to taxes, from the Ministry of Finance;
- with regard to environmental protection, from the Ministry of Infrastructure and the Environment;
- with regard to employment mediation and employment conditions, from the Ministry of Social Affairs and Employment.

#### 4.2.11 Revocation and/or supplementation of tender

After the closing date and time, the tenderer can no longer revoke a tender. As of that time, tenders also can no longer be supplemented unless the Contracting Authority so requests. The tenderer can derive no claim to the contract from any such request.

The Contracting Authority may require the tenderer to provide further explanatory information concerning the tender, supplement the tender and/or provide supporting documentation. The Contracting Authority notes explicitly that such situations are not characterized as a “second chance”. Supplementations are based on the assumption that the tender remains materially unchanged and that the tenderer is only further specifying its tender on the requested aspects, to give the Contracting Authority a clearer picture of what is being offered.

#### 4.2.12 Manipulative tenders

Tenderers must offer realistic, market-standard prices. A realistic price means that the price must be based on reality or there must be a connection between the prices/sub-prices and the costs of the underlying services.

If in the opinion of the Contracting Authority the prices tendered are unacceptably high or abnormally low, the tenderer will be given the opportunity to, on the basis of the specific observations of the Contracting Authority, argue why the prices are not abnormally low or unacceptably high. In so doing this the tenderer will, in any event, address the aspects identified in section 2:116(2), AW 2012. The argument that on other price components a higher rate was bid than the minimum and/or prices are compensated with the higher prices will not be considered adequate argumentation.

If the tender and/or argumentation reveals that the tenderer has manipulated the evaluation method/formula, the tender will be excluded from the tendering procedure.

A tender can be considered manipulative if the tenderer has manipulated the evaluation system in a manner that frustrates the intended objectives. A tender will, in any event, be considered manipulative if one or more of the rates frustrate the formula used.

#### 4.2.13 Invalid tender

A tender is declared invalid and as a result will no longer be eligible for awarding if:

- The tender is not submitted in a timely manner; this is only permitted in the situation that the Contracting Authority has given permission to submit the tender via a method other than TenderNed. If the Tender must be submitted via TenderNed, then due to the digital deposit box it is not possible to submit a tender late;
- The tender does not meet all conditions and requirements set by the Contracting Authority, as given in the tendering documents;
- The tender has been submitted conditionally or with reservations, or the requested information has not been provided or is incomplete or incorrect.

Where there is an obvious omission or minor error, the Contracting Authority does have the right to request the Tenderer to rectify the Tender.

## 5 Requirements on the tenderer

### 5.1 Capacity of the tenderer

Legal and natural persons may only tender either as individual tenderers or as part of a consortium, or as subcontractors. Tenderers may involve the use of subcontractors and/or appeal to third parties.

If an enterprise is participating in the tendering procedure as both a tenderer and the subcontractor of another tenderer, then the Contracting Authority will only evaluate the tender in which the enterprise is participating as a subcontractor, and the tender of the enterprise in question will be set aside in its entirety and excluded from the further participation in the tendering procedure.

A parent company or holding company may not tender with multiple units of the same group or holding, and may not hold participations in other enterprises that are tendering in the procedure. If multiple legal persons within the same holding company tender, all of these legal persons will be excluded unless upon tendering, it is demonstrated to the Contracting Authority's satisfaction that sufficient and adequate measures have been taken to exclude the possibility of unfair competition. The following enterprises are deemed to be the same enterprise:

- enterprises that are affiliates within the definition of Section 2:24a, DCC, or
- enterprises that are affiliated with any group within the definition of Section 2:24b, DCC, or
- affiliates within the definition of legal forms under foreign law that are comparable to Section 2:24a or 2:24b, DCC.

#### 5.1.1 Consortium

A consortium of enterprises (Part II A "Method of participation", ESPD) can participate in this tendering procedure, so long as their participation conforms to the principles of competition law (see: Policy Rules of the Minister of Economic Affairs, 11 September 2009, no. WJZ/9153048, concerning the application by the Executive Board of the Netherlands Competition Authority of article 6 of the Competitive Trading Act in regard to Consortium Agreements (Policy Rules concerning Consortium Agreements 2009), Government Gazette 2009, 14082).

### 5.1.2 Appeal to third party

#### *Technical expertise*

If the tenderer appeals to third parties (including the holding/group within which the tenderer falls) for technical expertise, this must be indicated on the ESPD (Part II C). The grounds for exclusion and suitability requirements that apply to the tenderer also apply to third parties.

The third party or parties and/or subcontractors to which the tenderer appeals for technical expertise must actually perform the work in question pertaining to this technical expertise throughout the performance of the contract, unless explicitly indicated otherwise.

#### Documents to be submitted upon tendering

- The fully completed, unaltered and duly signed **Annex “Subcontracting Declaration”** for these third parties;
- Evidence of the enterprise’s registration in the national professional/trade register (**Chamber of Commerce extract**) no older than six months on the date of submission of the tender. This extract must contain the current data of the tenderer and the tenderer will supplement this documentation with any documents evidencing the legal validity of the signature of the tenderer (articles of association, powers of attorney, etc.);
- Evidence pertaining to the suitability requirements with regard to the technical expertise for which the tenderer is appealing to these third parties.

#### Documents to be submitted upon first request

- Documentation pertaining to the grounds for exclusion of these third parties.
- Evidence pertaining to the suitability requirements with regard to the technical expertise for which the tenderer is appealing to these third parties.

#### *Financial and/or economic capacity*

If the tenderer appeals to a third party (including the holding/group under which the tenderer falls) for the financial and/or economic capacity, this must be indicated on the ESPD (Part II C). The grounds for exclusion that apply to the tenderer also apply to this third party.

**Note:** if the tenderer is part of a group and its results are included in consolidated annual accounts, then in the opinion of the Contracting Authority the tenderer is appealing to the financial and/or economic capacity of a third party (namely, the consolidating company).

#### Documents to be submitted upon tendering

- Fully completed and duly signed declaration of joint and several liability (Annex “Declaration of joint and several liability”).
- Evidence of the enterprise’s registration in the national professional/trade register (Chamber of Commerce extract) no older than six months on the date of submission of the tender. This extract must contain the current data of the tenderer and the tenderer will

supplement this documentation with any documents evidencing the legal validity of the signature of the tenderer (articles of association, powers of attorney, etc.).

Documents to be submitted upon first request

- If no declaration in accordance with Section 2:403(1)(f), DCC, is submitted: All documentation pertaining to the grounds for exclusion of these third parties.

### 5.1.3 Subcontractors

If during the performance of the contract a tenderer outsources portions of the contract to subcontractors to which the tenderer did not appeal with regard to the suitability requirements, the tenderer must report these subcontractors and the tasks they are to perform on the ESPD (Part II D).

## 5.2 European Single Procurement Document

The Tenderer must complete the European Single Procurement Document (hereinafter: ESPD) and submit it with the tender.

By means of the ESPD, the tenderer declares that none of the grounds for exclusion apply to it and that the tenderer meets all set suitability requirements. Failure to submit or to fully complete the ESPD and/or making changes to the ESPD will lead to exclusion of the tender.

For consortia, all participating enterprises must complete an ESPD and submit it with the tender. This also applies to all third parties appealed to in order to meet the suitability requirements and to all subcontractors.

### 5.2.1 Grounds for exclusion

By submitting the ESPD, the tenderer declares that none of the grounds for exclusion referred to in the ESPD apply to the tenderer.

If one or more of the grounds for exclusion defined in the ESPD nonetheless do apply to the tender, the tenderer may be excluded from further participation in the tendering procedure. The Contracting Authority will grant a tenderer to which the ground for exclusion referred to in Section 2.86, first or third paragraph, of the AW 2012 or Section 2.87, AW 2012 applies the opportunity to demonstrate that it has taken sufficient adequate measures to prove reliability. If the Contracting Authority considers this evidence adequate, the tenderer in question will not be excluded.

Documents to be submitted upon tendering

- Evidence of the enterprise's registration in the national professional/trade register (**Chamber of Commerce extract**) no older than six months on the date of submission of the tender. This extract must contain the current data of the tenderer and the tenderer will supplement this documentation with any documents evidencing the legal validity of the signature of the tenderer (powers of attorney).

Documents to be submitted upon first request

- A declaration **from the Tax and Customs Administration** showing that the tenderer meets its obligations for payment of taxes and social insurance premiums; this declaration must not be older than six months on the date of submission of the tender.

If a tenderer is not from the Netherlands and as a result cannot provide the document referred to above, then a statement under oath or solemn affirmation by the relevant party before a competent judicial institution, civil-law notary or professional association of the country of origin or establishment will be sufficient.

For consortia, all participating enterprises must submit the requested documentation. This also applies to all third parties appealed to in order to meet the suitability requirements.

### 5.3 Suitability requirements

By means of the ESPD (Part IV), the tenderer declares that it meets the suitability requirements defined below.

If the tenderer cannot meet one or more of the suitability requirements, the tenderer will be excluded from further participation in the tendering procedure.

#### 5.3.1 Professional qualification

##### *Registration in professional or trade register*

The tenderer's enterprise must be registered in the professional or trade register in accordance with the rules of the member state in which the tenderer is established.

Documents to be submitted upon tendering

- Evidence of the enterprise's registration in the national professional/trade register (**Chamber of Commerce extract**) no older than six months on the date of submission of the tender. This extract must contain the current data of the tenderer and the tenderer will supplement this documentation with any documents evidencing the legal validity of the signature of the tenderer (powers of attorney).

#### 5.3.2 Financial and economic capacity

The tenderer has business liability insurance that covers it adequately with respect to the Client, at a minimum up to an amount of €1,500,000 per damaging incident.

In cases of a consortium, this requirement applies to the consortium as a whole if a single, joint liability insurance is contracted for the consortium, or individually for every partner of the consortium if there is no joint liability insurance.

Documents to be submitted upon first request

- A copy of a recent (no older than twelve months on the date of submission of the tender) valid and relevant liability insurance policy, or a declaration from the insurance company indicating the coverage pertaining to this liability. It must be clear from the requested policy or declaration that the tenderer is insured both for its own acts/omissions and for those of the subcontractors or third parties it engages.

### 5.3.3 Technical and professional competence

The tenderer possesses the various core competences required for the performance of the contract. The following core competences are requested demonstrated by means of a reference:

References for competence of DAMPS supplier:

| Ref. | Core competencies                                                                                                                                                                   | Description/requirements in regard to reference                                                                                                                                                                                     |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.   | With one reference, the tenderer must demonstrate its qualitative contribution towards the implementation of a DAMPS.                                                               | With the reference submitted, the tenderer will demonstrate that:<br>a. the implementation can handle ingestion of a minimum of 6 million files per month;<br>or<br>b. the implementation can handle a volume of 700 million files. |
| 2.   | With one reference, the tenderer must demonstrate its qualitative contribution towards the interfacing of a DAMPS with an Object Storage.                                           | The tenderer will demonstrate that the implementation will allow data read/write operations on an Object Storage.                                                                                                                   |
| 3.   | With one reference, the tenderer must demonstrate its qualitative contribution towards the implementation of either digitized books, or digitized newspapers or digitized journals. | The tenderer will demonstrate that the implementation can handle the ingestion of either digitized books, or digitized newspapers or digitized journals.                                                                            |
| 4.   | With one reference, the tenderer must demonstrate its qualitative contribution towards the implementation of eJournals (born digital journals).                                     | The tenderer will demonstrate that the implementation can handle the ingestion of eJournals (born digital journals).                                                                                                                |

| Ref. | Core competencies                                                                                                                                                                                   | Description/requirements in regard to reference                                                                                                                                                                |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.   | With one reference, the tenderer must demonstrate its qualitative contribution towards the implementation of websites.                                                                              | The tenderer will demonstrate that the implementation can handle the ingestion of websites.                                                                                                                    |
| 6    | With one reference, the tenderer must demonstrate its qualitative involvement in new trends in digital sustainability by active participation in leading international organizations in this field. | With its reference, the tenderer must demonstrate its involvement in new developments in the field of digital sustainability by active participation in internationally renowned organizations in this domain. |

The Contracting Authority asks for one reference per core competence. If the tenderer can demonstrate having gained experience with more than one of the requested core competences within the same reference job, the tenderer would require fewer references. In describing the reference job, the tenderer must indicate the core competence or competences that are fulfilled. It is therefore possible that one reference is submitted that meets all (6) core competencies.

A reference job must meet the following conditions:

- If the reference pertains to a project in which the tenderer or subcontractor performed the project together with another entrepreneur, the reference must clearly indicate what component was performed by the tenderer or subcontractor. Only the actually performed component of the reference project may be used as such. If the tenderer nonetheless wishes to make use of the full reference, the entrepreneur involved in the reference must be used as subcontractor in the performance of the present contract.
- If the tenderer is a consortium, the partners of the consortium must collectively fulfil the core competences. A consortium partner representing a core competence in the tender must be the member actually performing the work to which this core competence pertains in the performance of the contract.
- If a tenderer appeals in part to the experience of a third party or parties for the review of the technical competence (references), the references submitted must make clear what portion of the contract was performed by the tenderer and what portion was performed by the third party in question. Each reference must clearly indicate which organization carried out the reference project.

A third party representing a core competence in the tender must be the party actually performing the work to which this core competence pertains in the performance of the contract.

- The reference project must be current. This means that the reference project must have been performed no more than three years prior, or must be still being performed at the moment of issuing the tender. If a project that has not yet been completed or completed entirely is used, only the actually achieved results of the running contract may be reported.
- The tenderer is aware of and consents to the fact that the Contracting Authority reserves the right to verify the accuracy of all information provided concerning the references from the referee, without mediation of the tenderer, and/or to request further documentation from the tenderer, such as evidence of the duration of the agreement and evidence of the scope of the reference project.

#### Documents to be submitted upon tendering

- For each reference project, a completed and duly signed reference declaration in accordance with the form provided in **Annex A Reference Format**.

## 5.4 Minimum requirements on the performance of the contract

In regard to the requirements that the deliverables must meet, reference is made to the relevant articles in the agreement and the Requirements Specification, including annexes.

The minimum requirements that KB sets on the performance of the contract are stated in the requirements (see TenderNed). By submitting a tender, the tenderer consents unconditionally to these minimum requirements, including the draft of the agreement (available on TenderNed under the tab Annexes).

Tenders that do not unconditionally meet all minimum requirements are invalid, and will be set aside by KB.

## 6 Awarding

### 6.1 Award Criteria

The agreement will be awarded to the tenderer with the most economically advantageous tender on the basis of the best price/quality ratio (best PQR). In this ratio, the score on quality is weighted at 70% and the score on price is weighted at 30%.

### 6.2 Award criteria, sub-award criteria and weighting

In order to guarantee an objective evaluation, after review of the tenders the qualitative award criteria will be evaluated first, and then the tendered price.

The distribution of the points over the award criteria is as follows:

| Award criteria                                                 | %   | Points | Percentage | Maximum number of points |
|----------------------------------------------------------------|-----|--------|------------|--------------------------|
| Price (P)                                                      |     |        | 30%        | 32820                    |
| Q1 Requirements Specification                                  | 50% | 54700  |            |                          |
| Q2 Implementation Plan                                         | 10% | 10940  |            |                          |
| Q3 Technical design, system configuration and interfaces DAMPS | 10% | 10940  |            |                          |
| Quality (Q)                                                    |     |        | 70%        | 76580                    |
| Total                                                          |     |        | 100%       | 109400                   |

Table 5: Award criteria/sub-award criteria and weighting

### 6.3 Price award criterion

The award criterion “Price” is weighted as 30% of the tenderer’s ultimate score. For the purposes of the “Price” award criterion, the tenderer must complete the Annex 7 Price Sheet.

The prices entered on the Price Sheet will become an element of the Agreement.

#### 6.3.1 Determination of the score on “Price” award criterion

The prices indicated by the tenderers in the Financial offer are adopted for the evaluation. After the amount is obtained using the TCO, the following formula is used to allocate the points for the “Price” award criterion:

The tenderer with the average price or lower will be given the maximum of 32820 points. The allocation of points among the other tenderers will be derived from this proportionally, using the formula:

Score = (average price/tenderer's price) x maximum number of points.

### 6.3.2 Requirements for completion of the financial offer

The tender price will only be evaluated if the award methodology is not abused and the following conditions are met. If that is not the case, the tender will be declared invalid and excluded from the further participation in the tendering procedure.

- Rates are offered in euros to a maximum of two decimal places, exclusive of VAT and inclusive of all other additional costs;
- No negative amounts and/or 0 (null) rates may be offered;
- A rate must be offered on every component;
- Rates must be realistic;
- Extremely low rates may be investigated; in this event within three business days after the Contracting Authority's first request the contractor must demonstrate in writing that all individual rates are guaranteed market-standard. Rates will in any event be assumed to not be market-standard if one or more rates below cost price are offered;
- The price sheet may not be altered in any way.

## 6.4 Quality award criteria

This sub-award criterion has 3 sub-sub-award criteria, which are explained in more detail in the following paragraphs.

### 6.4.1 Sub-sub-award criterion Requirements Specification

The qualitative component of the "System" is given in the Annex 1 "Requirements Specification". In answering this sub-sub-award criterion, the tenderer must use the requirements response form provided in Annex 1a, and this form must be attached to the tender.

For every requirement where there is a "Y/N" in the right-hand column, the Tenderer must indicate whether the System complies with the requirements entirely and literally, without further explanation.

### 6.4.2 How to respond to the Requirements Specification

For every requirement in which there is no "Y/N" in the right-hand column, the Tenderer must give an explanation in one or both of the following ways, under penalty of exclusion from the tender:

- by describing how the System meets the requirement.
- by referring to a specific part or parts of the documentation of the System, where there is a description of how the System complies with the requirement. In that case, the corresponding documentation must also be delivered or must be available online.

The explanation must give KB a sufficiently clear picture to assess the response.

There is an immediate preference for the System complying with the requirement 'out of the box'. If this cannot be done, there should be an indication of whether:

1. The Tenderer is integrating the System with its own products or third-party products to be delivered by KB.
2. The Tenderer is extending the System with customised solutions.

For both options, any costs associated with customisation or integration must be included in the price offered.

### 6.4.3 Evaluation

For the non-mandatory requirements in the Requirements Specification, KB will determine a score based on the explanation provided. If there is a "\*" in the right-hand column, then that same indicator is used in the central column to specify how the score for that wish is calculated. If there is no "\*", the score is calculated as follows:

- 100% of the maximum score if the System meets the wish properly in all aspects.
- 75% of the maximum score if the System meets the wish properly, but not in all aspects.
- 50% of the maximum score if the System meets the wish to some extent.
- 25% of the maximum score if the System meets the wish to a very limited extent.
- 0 if the System does not meet the wish.

The said "aspects" are both quantitative (does the System comply with all elements of the non-mandatory requirement?) and qualitative (does the System provide a user-friendly and proper solution for the non-mandatory requirements?).

Note: If the tenderer fulfils the non-mandatory requirement by developing customised solutions, then a maximum of 50% of the maximum score can be attained.

#### 6.4.4 Sub-sub-award criterion Implementation Plan

In the Annex “Implementation Plan”, the tenderer is asked to describe its vision of how the requested end products can be achieved using a project-based approach.

In the evaluation of the action plan, KB will review the plan for completeness and the quality of the execution.

#### 6.4.5 Requirements for completion Implementation Plan

To submit the Implementation Plan, the tenderer must adhere to the following conditions. If that is not the case, the tender will be declared invalid and excluded from the further participation in the tendering procedure.

- The Implementation Plan may not contain more than 2500 words (excluding images and CVs).

The following scores will be given in the evaluation.

| Description        | Weighting                                           |
|--------------------|-----------------------------------------------------|
| Very good          | 100% of the maximum achievable points per component |
| Satisfactory/Good  | 60% of the maximum achievable points per component  |
| Inadequate         | 30% of the maximum achievable points per criterion  |
| Poor/no submission | 0% of the maximum achievable points per criterion   |

#### 6.4.6 Sub-sub-award criterion Technical design, system configuration and interfaces DAMPS

In Annex 9 – Technical design, system configuration and interfaces DAMPS, the tenderer is asked to draft a preliminary technical design for DAMPS and its integration in the KB application landscape.

In the evaluation of the Technical design, KB will review the plan for completeness and the quality of the execution.

#### 6.4.7 Requirements for completion Technical design

To submit the technical design, the tenderer must adhere to the following conditions. If that is not the case, the tender will be declared invalid and excluded from the further participation in the tendering procedure.

- Describe in up to **5000 words** (excluding images) (A) the required system configuration(s) in a *provisional* technical design and (B) the usable interfaces of the solution offered which will allow your solution to be incorporated within the client's application landscape and infrastructure.

You may also append original system documentation (in English or Dutch) for illustration purposes if required. The text in the annex will not be included in the maximum word count.

The following scores will be given in the evaluation.

| Description        | Weighting                                           |
|--------------------|-----------------------------------------------------|
| Very good          | 100% of the maximum achievable points per component |
| Satisfactory/Good  | 60% of the maximum achievable points per component  |
| Inadequate         | 30% of the maximum achievable points per criterion  |
| Poor/no submission | 0% of the maximum achievable points per criterion   |

#### 6.5 Evaluation Team

The Contracting Authority appoints an evaluation team to evaluate the tenders for the professionalism on these award criteria and sub-criteria. The evaluation begins with the assessment of the qualitative sub-award criteria. Only after the definitive score for the qualitative award criteria is determined are the financial award criteria added by the process supervisor and evaluated. This means that the qualitative and financial award criteria are handled strictly separately.

##### 6.5.1 Evaluation of Quality

- The members of the team first evaluate the tenders individually, awarding their "own" scores on the qualitative sub-award criteria on the basis of the potential scores given for the qualitative sub-award criteria.
- Next, there is an evaluation of each tender by each qualitative sub-award criteria, by which the evaluation team members jointly arrive at a final score by consensus.

## 7 List of documents to be submitted

The tables below provide a list of the documents the tenderer must submit with the tender, and the documents that the tenderer to which the Contracting Authority intends to award the contract must submit to the Contracting Authority within seven days upon request.

|                                                                    | Upon tendering                                                                                                                                                                                                                                                                                                                                | Upon first request<br>within seven calendar days                                                                                                                    |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Grounds for exclusion</b>                                       | <ul style="list-style-type: none"> <li>• ESPDs</li> <li>• Chamber of Commerce extracts</li> <li>• Powers of Attorney/Articles of Association, etc. <i>(if applicable)</i></li> </ul>                                                                                                                                                          | <ul style="list-style-type: none"> <li>• A declaration from the Tax and Customs Administration evidencing payment of taxes or social insurance premiums.</li> </ul> |
| <b>Suitability requirements</b>                                    | <ul style="list-style-type: none"> <li>• European Single Procurement Document</li> </ul> <p><i>Professional qualification:</i></p> <ul style="list-style-type: none"> <li>• Chamber of Commerce extracts</li> </ul> <p><i>Technical and professional competence:</i></p> <ul style="list-style-type: none"> <li>• Reference format</li> </ul> | <p><i>Financial and economic capacity:</i></p> <ul style="list-style-type: none"> <li>• Liability insurance policy</li> </ul>                                       |
| <ul style="list-style-type: none"> <li>• Award criteria</li> </ul> | <ul style="list-style-type: none"> <li>• Price sheet</li> <li>• Annex "Schedule of Requirements"</li> <li>• Implementation Plan</li> <li>• Technical design</li> </ul>                                                                                                                                                                        |                                                                                                                                                                     |

**Note:**

- If the tenderer is a consortium and/or if third parties are appealed to with regard to meeting the suitability requirements and/or subcontractors are involved, the tender must be accompanied by an ESPD and a Chamber of Commerce extract for all participants in the consortium and/or third parties appealed to for the purposes of meeting the suitability requirements and/or subcontractors. In that case, upon first request by the Contracting Authority the documents pertaining to these ESPDs must also be submitted within seven calendar days.

- The application procedure for the documents in question may take longer than seven calendar days. This may mean that the documents must be applied for from the issuing institutions before the Contracting Authority requests them.