Ministry of Economic Affairs and Climate Policy

Tender Document

European tender in accordance with the open tendering procedure for pan-European cost efficiency benchmarking of gas and electricity transmission system operators (TCB21)

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Definition of terms

Tendering authority	The Ministry of Economic Affairs and Climate Policy on behalf of the Netherlands Authority for Consumers and Markets (ACM).
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012*)
General Government Terms and Conditions	General Government Terms and Conditions for Public General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the State Secretary of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.

Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document (ESPD)	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
CEER	Council of European Energy Regulators

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for "Pan-European cost efficiency benchmarking of gas and electricity transmission system operators (TCB-21)".

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

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Authority for Consumers and Markets (hereafter: ACM). As ACM does this in cooperation with the Council of European Energy Regulators (hereafter: CEER), CEER will advise ACM regarding the contract award of this tender.

IUC-EZK will act as process manager during this tendering process.

The ACM is the Dutch National Regulatory Authority (NRA) and is an independent authority. The ACM is an autonomous administrative authority (under Dutch law), and is part of the Dutch central government.

ACM is the competition authority and the consumer protection authority in the Netherlands, as well as the economic regulator of incumbent companies in the energy, telecommunication, transport (e.g. rail, airports, pilots), drinking water, and postal services industries.

More information about the ACM can be found at https://www.acm.nl/en/

1.2 Reason for this invitation to tender

Since 2003 the CEER has performed several cost efficiency benchmarks of electricity and gas transmission system operators (TSO(s)), the most recent endeavor being the CEER TSO Cost efficiency Benchmark 2018 (TCB18[1]) study with reference year 2017[2]. TCB18 followed up the E3grid study in 2012/2013[3] with reference year 2011 (only electricity TSOs) and the E2gas study[4] with reference year 2014[5] (only gas TSOs). Formally, each benchmark was procured by one of the national regulatory authorities (NRA(s)) on behalf of CEER[6].

The purpose of these benchmark studies was to derive a static cost efficiency figure (TOTEX based) for each of the participating TSOs. Static cost efficiency reveals how the performance of a

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[1] *Project CEER-TCB18 Pan-European cost-efficiency benchmark for electricity transmission system operators*, https://www.ceer.eu/web/portal/1766, July 2019, and *Project CEER-TCB18 Pan-European cost-efficiency benchmark for gas transmission system operators*, https://www.ceer.eu/web/portal/1767, July 2019. NRAs that participated (16) were from: Austria, Belgium, Denmark, Estonia, Finland, Germany, Greece, Latvia, Lithuania, The Netherlands, Norway, Portugal, Slovenia, Spain, Sweden, and The United Kingdom. All together there were 17 TSOs in the electricity sample and 29 TSOs in the gas sample.

[2] For the German gas TSOs data from the year 2015 was used.

[3] *E3GRID2012 – European TSO Benchmarking Study, a report for European regulators*, Frontier-Economics et al., July 2013. NRAs that participated (16) were from: Austria, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Luxembourg, The Netherlands, Norway, Poland, Portugal, Spain, Sweden, and United Kingdom. There were 21 electricity TSOs in the sample.

[4] *Project E2gas – Benchmarking European Gas Transmission System Operators*, Sumicsid, June 2016. NRAs that participated (11) were from: Austria, Belgium, Croatia, Denmark, Finland, Germany, Greece, The Netherlands, Portugal, Spain, and United Kingdom. There were 22 gas TSOs in the sample.

[5] For the German gas TSOs data from the year 2010 was used.

[6] For E3grid formally Bundesnetzagentur was the contracting authority on behalf of CEER. For E2gas and TCB18 this was the ACM.

TSO compares to other TSOs in a certain year. TSO benchmarking is of relevance to NRAs as European regulation stipulates that tariffs of a TSO shall reflect the actual costs incurred insofar as these costs correspond to those of an efficient and structurally comparable network operator[7]. Note that in E3grid and TCB18 also a dynamic analysis was done, which was not done in E2gas.

To follow up TCB18, CEER anticipates to start a next benchmark in 2021 referred to as the CEER TSO Cost efficiency Benchmark 2021 (TCB21) with reference year 2020.

1.3 Time schedule

The schedule below applies to this tendering process.

12 February 2021	Issuing of publication, start of tendering period.
28 February 2021, 23:59 CET	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
15 March 2021	Issuing of Memorandum of Information
26 March 2021, 15.00 CET.	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
29 March 2021 up to and including 7 May 2021	Assessment of Tenders.
11 May 2021	Announcement of the award of the Contract.
1 June 2021	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
1 June 2021	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
15 June 2021	Starting date of Contract.

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

[7] Article 13 of Regulation 715/2009 (gas) and Article 14 of Regulation 714/2009 (electricity).

2. Description of assignment

2.1 Description and objective of the assignment

With this tender document, CEER calls for offers from consultants to perform a part of CEER-TCB21. Similar to E3grid, E2gas, and TCB18 on behalf of CEER, the Authority for Consumers and Markets (ACM, the Dutch NRA, member of CEER and for this tender: the contracting authority[8]) anticipates to conclude an agreement with one tenderer (the contractor) for delivering a part of CEER-TCB21, the exact scope of which is described in this tender document. The remaining part will be the responsibility of the contracting authority, where the actual work on that part is being done by participating CEER members (apart from a few exceptions, where supporting work from the contractor is needed, see below). Note that, in general, where this document speaks of activities by CEER, we mean to say that these are actually performed by one or more participating members of CEER.

Having done several TSO cost efficiency benchmarks, CEER has gained a lot of experience. CEER wishes to use that experience to embed the strong elements of previous benchmarks in TCB21 and subsequent benchmarks. In particular, with regard to TCB18, TCB21, and future benchmarks, CEER seeks to achieve the following goals.

- Make the timing of future benchmarks insensitive to the fact that national regulatory cycles are not aligned in Europe. In other words, the timing of future benchmarks should be convenient to all participating NRAs[9];
- Further reduce the out of pocket costs of benchmarks;
- Further and continuously improve the quality of benchmarks in a general sense; and
- Increase the transparency of the data and benchmark results.

As to the timing of TCB18, TCB21, and future benchmarks, instead of having an ad hoc benchmark study performed, like with E3grid and E2gas, CEER considers to perform a benchmark every three years resulting in cost efficiency rates for both gas and electricity TSOs for a recent year for which data is available at the start of the project. Naturally, gas TSOs will only be compared among each other and the same goes for electricity TSOs (so the contractor will investigate for the reference year both a gas TSO sample and an electricity TSO sample). This would ensure that each NRA always has a recent result at its disposal so that, regarding the regulatory cycle of NRAs, they do not depend anymore on the timing of benchmarks. The first edition of the anticipated benchmark routine was TCB18. In this respect TCB21 will be the successor of TCB18 in what should be a consistent benchmark routine.

As to CEER's aim to reduce out of pocket costs, CEER considers that:

- By benchmarking electricity and gas TSO's in a single project, benchmark projects benefit from synergies regarding the process and benchmark method;
- By improving the quality of the data definition guides, discussions on the interpretation of some data elements and data corrections can be reduced[10];
- Data collection and validation is done by CEER (i.e. NRAs), except for a cross validation, which will be done by the contractor; and
- With TCB18 and its predecessors CEER has collected a lot of business know-how from TSOs, including specific characteristics of TSOs. CEER anticipates to re-use this knowledge in TCB21 and later benchmarks.

[8] To emphasize that CEER-TCB21 is a CEER project, this document is written from this perspective, although formally the ACM will be the tendering and contracting authority for CEER-TCB21 (however, on behalf of CEER).
[9] As the timing of E3grid and E2gas was ad hoc to some extent, it fitted the regulatory cycle of some NRAs quite well, but for other NRAs it was less convenient.
[10] Note that as part of the work for TCB18, CEER developed data definition guides that evolved from the data definition guides used in E3grid and E2gas. For TCB21 CEER has further developed these guides. These guides are attached to this tender document and serve as an important starting point for TCB21.

CEER expects that, in the long run, setting up and maintaining a benchmark routine will steepen the learning curve so as to more rapidly and naturally improve and maintain the quality of benchmarks and at the same time develop an efficient and stable benchmark routine. However, although TCB21 will be built upon TCB18 and much of this tender document is based on TCB18, the contractor is invited to respond to this tender document open minded. I.e. wherever the contractor believes there are good alternatives, the contractor is invited to describe these.

The key focus area of TCB21 will be to further improve the transparency of the data analysis, model development and results. In workshops and reporting it must be made clear what analysis has been done and what is concluded from it, how these conclusions lead to the benchmark results, and how these results should be interpreted. Also, from individual reports it must be clear what the reasons are for the relative position of a TSO, so that the relevant NRA is able to understand the meaning of the result in a regulatory context. This is important for regulators as they need to understand the results to be able to use these in regulatory decisions. For example, for a regulator it can be important to understand if inefficiencies (if any) are related to sunk cost or that it has to do with certain operational cost, and if inefficient sunk cost (if any) have to do with new or old investments or e.g. with network acquisitions. This means that all requirements set out in this tender document are subject to the overall requirement that communications and reporting during and about the project (process, analysis, choices, results, etc.) must be complete and understandable and leave no room for misinterpretations. The contractor is asked to reflect on this in its offer.

CEER has experienced in previous benchmarks that in a large and international project like TCB21, with many parties involved, it is important that the contractor can respond promptly to issues that arise and has the ability and flexibility to respond properly. In this respect the contactor understands that, although this tender document outlines TCB21, many parts of TCB21 will eventually be shaped and decided upon during the course of the project and always in close consultation with the project steering group of which the contractor will be part.

TCB21 consists of four phases, see Figure 1 below. In blue the tasks and responsibilities of CEER are depicted, in red those for the contractor. In Phase A (planned June - July 2021) TCB21 is kicked-off and the data request is finalized. In Phase B (planned August 2021 – May 2022) the TSO data is collected and validated. In Phase C (planned December 2021 – August 2022) the data is analyzed and used to model and calculate the static cost efficiencies. Finally, Phase D (planned July - December 2022) is dedicated to reporting and other closing activities. Below we elaborate on these phases.

Phase A: In this phase TCB21 is kicked-off. Phase A is managed by CEER. Specific activities of Phase A read:

- Project management. This is done by CEER.
- A kick-off meeting (Workshop-I; WS-I in Figure 1) open to all participating TSOs, NRAs and the contractor. The role of the contractor will focus on presenting the set-up and content of Phase C (data analysis and modelling) and to answer questions from participants. Part of the kick-off meeting will also be a tutorial session by the contractor for all participants about benchmarking in general. This way also parties that have little experience with benchmarking will have an opportunity to learn about benchmarking and to prepare itself for the project.
- Delivering and installing a web-based project platform by the contractor (see below).
- Finalizing the data definition guides and Excel formats (attached to this tender document). This will be done by CEER. The contractor, however, will be required to advise in fine-tuning the data definitions and Excel formats and to approve the final version. The contractor may assume in its offer that at the start of the project CEER delivers draft, yet mature, data definition guides and templates resulting from a separate CEER process that precedes TCB21.

Phase B: In Phase B the data request to TSOs will be issued and the data collected and validated. This will be done by CEER, i.e. each NRA will validate the data of its own TSO(s). CEER will also do the overall project management of Phase B. However, cross validation of the data will be done by the consultant, because the consultant will be the only party having access to all TSO data (a NRA only has access to the data of its own TSO(s), see below). Cross validation refers essentially to checking on possible misinterpretations of data definitions and requirements that may have slipped through the national validation by one or more NRAs.

Also, in this phase the contractor will deliver ad hoc support to solve issues with the data that may arise in this phase, even (or maybe better: in particular) if these arise in a specific national context. Moreover, it is important that the contractor will stay informed about the progress and issues regarding the data collection and validation throughout Phase B to make sure that there is a smooth transition to Phase C.

Phase C: In this phase the contractor further analyses the data (a first analysis has been done in the data cross validation in Phase B) and develops and runs the benchmark model for electricity and for gas (including cost driver analysis, outlier detection and sensitivity analysis).

Note that Phase B and C overlap in part as in practice data cross validation in Phase B is already the start of data analysis in Phase C.

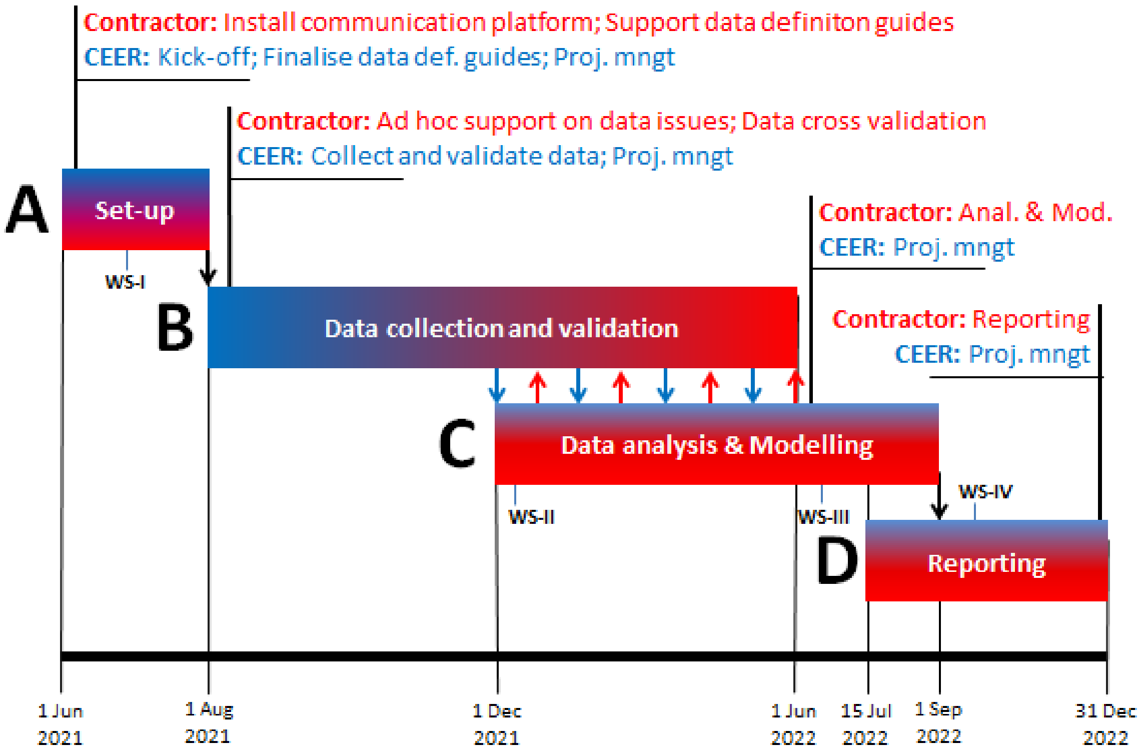
In Phase C two workshops will be held. The first one (WS-II in Figure 1) will be at the beginning of Phase C and is meant to give NRAs and TSOs feedback on the collected data and to discuss options and ideas for model development. E.g. from this workshop it should become clear how data will be used in the benchmark model. The second one (WS-III in Figure 1) will be held pre-summer in the second half of Phase C and is meant to present and discuss the draft benchmark model by the contractor. Also, the underlying parameters chosen to define the variables and methodology (e.g. like consumer price index (CPI), weighted average cost of capital (WACC), lifetimes, etc.) shall be presented and discussed.

Phase D: The main part of this phase consists of drafting the reports. Reporting is done by the Project Steering Group (see below), where the contractor does the chief-editing and delivers the "benchmarking" chapters (analysis, modelling).

Also, in this phase, and after the final reports have been issued, a workshop (WS-IV in Figure 1) will be organized to present and discuss the draft report. This workshop will be a three day event, electricity and gas combined. The first day will be devoted to presenting the draft report and answering questions plenary, and the second and third day to individual ("private") breakout sessions between the consultant and specific TSOs/NRAs. This way there is an opportunity for individual TSOs and NRAs to ask the consultant about the interpretation of results.

Phase D ends with the final reporting and an audit by an independent auditor, see below.

Figure 1: Draft planning TCB21



During the entire project, there are regular Project Steering Group meetings (mostly by phone), in which the contractor will also participate (as part of the Project Steering Group). The Project Steering Group will be organised and chaired by CEER (see also below) and consists of four to six representatives from participating NRAs plus a representative of the contractor (having the authority to decide on behalf of the contractor).

The four workshops (and a fifth one as contingency) mentioned in the above will be organised, hosted, and chaired by CEER. CEER will also draft the minutes. All workshops are open to all TSOs and NRAs involved in TCB21 and will be held in Brussels, unless another venue turns out more practical by that time. In case COVID measures prevent meetings from being held physically, these will be organised by CEER as webmeetings

Also, the workshops are two-day events, except for the fourth (final) one, which is a three-day event. In the first (kick-off) and fourth (final) workshop electricity and gas is mixed. In the second and third workshop one day will be for electricity and one day for gas, where the set-up of both days is the same.

Apart from doing workshops to discuss progress and content with participants, the workshops should be seen as an important way to feed the project with business know-how from TSOs. The workshops done in E3grid, E2gas, and TCB18 proved to be valuable in this respect and therefore the concept of workshops will be continued in TCB21.

A lesson learned from previous benchmarks is that it is important to distribute workshop material at least a week prior to the meeting to the participants, although for more technical documentation two weeks is better.

The contractor will maintain the web-based project platform throughout all phases.

The contractor will deliver two publishable reports, one for electricity and one for gas, both containing the general methodology and benchmark results. Apart from these main reports, the contractor will deliver TSO-specific reports and data sheets.

CEER wishes to let an independent auditor verify that the calculated cost efficiency rates (as produced in Phase C) indeed result from a correct transformation of the input data (collected and validated in Phase B) applying the described benchmark method. In E2gas and TCB18 this was organised such that the contractor sub-contracted an independent auditor. Note that the audit does not comprise validation of data, i.e. the audit focusses on the work of the consultant in Phase C.

Below, in the requirements section, we further elaborate on this. There we also describe a few optional elements of the assignment:

- Optional Module A – Frontier shift analysis;
- Optional Module B – Additional support.

2.2 Lots

The tender is not subdivided in lots, because, based on experience with TCB18, the contracting authority expects to gain operational and cost efficiency by organizing the electricity and gas benchmark in a single project, not only on the side of the contracting authority but also on the side of some TSOs as in some countries gas and electricity TSOs are the same company.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 1,5 years, possibly extended by one year if optional modules A and/or B are invoked.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value (including options) of EUR 500.000 (five hundred thousand euros) (exclusive of VAT).

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

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority’s expansion or contraction resulting from this, or changes to the Contracting Authority’s position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

3. Requirements to this assignment

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

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements with respect to project communication

A successful component of E3grid, E2gas, and TCB18 was the secured web-based platform for project communication. All communication from, to and between NRAs, TSOs and the contractor was done through that platform. To that end, the platform had separated environments for secured/private communication:

- Between all parties (contractor, NRAs and TSOs);
- Between the contractor and all NRAs;
- For each NRA: between the contractor and that NRA;
- For each TSO: between the contractor, the TSO and its NRA.

Examples of types of communication that the platform was used for read:

- Uploading of TSO data by TSOs to the contractor and its NRA;
- Distribution of workshop material;
- General and specific questions and answers;
- Distribution of project plans, reports and other documents.

For TCB21 a web-based platform with similar features is required. The contractor will deliver and install such platform in Phase A and maintain it throughout TCB21. The contractor is responsible for maintaining and managing the platform throughout TCB21. The Project Steering Group (that includes the contractor) will be responsible for the content.

It is required that the contractor answers questions that refer to its competence and role in TCB21 within 2-3 working days, where in case of complex questions a response can also be a planning for an answer. A lesson learned from previous benchmarks is that answering questions too late can easily lower the motivation of participants to support the project. Another lesson learned is that an answer to a question can lead to follow-up questions.

It is required that the contractor communicates about action items. Especially at the more busy parts of the project, the importance of this aspect should not be underestimated. This requirement includes the ability to prioritize and focus, in close coordination with the Project Steering Group.

Workshops will be hosted, organized, chaired, moderated, and documented by CEER. The tenderer is required to anticipate a total of five workshops (four planned, a fifth as contingency) for the entire project and that its scope of work will be limited to presentations at each workshop and take part in the discussions, although presentations and discussions at workshops in Phases C and D can be expected to rely more on the role of the contractor than workshops in Phases A and B. Please note that a workshop may turn into an information session if its sole purpose is to inform TSOs and NRAs.

It is required that the contractor finalizes his input for the workshop 7 days prior to the workshop.

3.2 Requirements with respect to project management and team

TCB21 is owned and controlled by CEER, where execution is in the hands of the Project Steering Group. The Project Steering Group includes the contractor who will deliver a person for that with proper authority. However, the contractor will be responsible for managing its own staff and more specific parts of his work in general. At all times the contractor will report to CEER via the Project Steering Group.

During the whole project, the Project Steering Group will gather in progress meetings by telephone at milestones or whenever there are issues that call for a meeting, with a minimum frequency of once every two weeks[11]. These telco's will be set up by CEER and last about an hour. Two days before each meeting the contractor will report about progress and issues (regarding his responsibilities) to the entire Project Steering Group by email. Upon project milestones or complex/high-impact issues, a telco may be replaced by a physical meeting at the office of one of the members of the Project Steering Group[12].

Regarding the team of people that work on the project on behalf of the consultant, it is required that each team member has at least two years of relevant experience in working in economic/financial benchmarking projects (not necessarily energy network related), that for the leading person this is at least five years, and that the sum of these experiences in the whole team is at least 12 years.
The same goes for relevant experience in working in projects (in general) in, or working for, the energy network sector. The CVs serve to proof this. Tenderer will dedicate the same personnel or personnel with similar experience for the duration of the agreement. The leading person mentioned in the above is responsible for the entire service to the ACM, and acts as point of contact.

3.3 Requirements with respect to benchmarked scope

The core of the benchmarked TSO activities in TCB18 and its predecessors is the transportation task as the fundamental objective of a TSO is to transport energy. However, offshore activities were excluded, see the final TCB18 reports.

The benchmarked scope of TCB21 will be the same as for TCB18. In particular offshore will be excluded again.

The details of the exact final scope will be set by CEER in conjunction with the contractor in Phase A.

3.4 Requirements with respect to data collection and validation

In E3grid, E2gas, and TCB18 the TSO data for each TSO was collected by its NRA, based on data definition guides and Excel formats to fill in the data. Each NRA validated the data from the TSO using other sources at hand (e.g. other regulatory data and annual reports), solved any problems with it, endorsed the final version, and submitted it to the contractor via the web-based project platform. From there on the contractor took over and cross validated the TSO data sets, i.e. checking on possible misinterpretations of data definitions and requirements that may have slipped through the validation by one or more NRAs.

In TCB21 this procedure will be used again, with the following specific remarks regarding the role of the contractor:

- Although the data definition guides and templates are drafted by CEER, in Phase A the contractor is required to advise on the fine-tuning of the data definition guides and templates and to endorse their final appearance before CEER issues the data request to TSOs in Phase B. This includes advise on setting the final benchmarked scope as the scope and data request to

[11] From TCB18 we learned that in the second half of Phase C weekly calls were necessary to discuss issues.
[12] In TCB18 this happened twice.

TSOs are closely related in the sense that the benchmarked scope cannot be larger than the scope of the data request.

- The contractor is available for ad hoc advice regarding data issues that may arise during Phase B. In practice many of such issues arise at national level between a TSO and the NRA. Mostly they require treatment at national level, but sometimes solving an issue has a more general impact.
- The contractor will stay informed about the progress and issues regarding data collection and validation in order to have a smooth transition to Phase C. The natural way of doing this is, is through the Project Steering Group.
- In Phase B the contractor performs the cross validation. The contractor is requested to state in its offer how cross validation will be done. Also, the contractor is required to report about the cross validation to the Project Steering Group.
  Cross-validation basically involves a thorough inspection by the contractor of all TSO data to make sure that one or more TSOs and/or NRAs did not misinterpret data definitions. This is very important as sooner or later in the project such misinterpretations may lead to erroneous analysis or results.
  The cross-validation will be based on business and engineering logic, but also in part on calculating summary statistics for financial and asset data of TSOs and compare these across the sample. To set an example, such summary statistics may include:
  - Total disinvestments (Euro) / total investments (Euro),
  - Particular type of expenses (Euro) / total expenses (Euro),
  - Various grid size components / total expenses (Euro),
  - Operational and capital expenses (Euro) / total expenses (Euro),
  - All kind of asset sizes (lengths, quantities, capacities, etc.) compared to each other,
  - Etc.

If suspicious data is detected, the relevant NRA(s) is informed immediately by the contractor and investigates these (possibly by consulting its TSO) in order to clarify and, if necessary, make sure any error is corrected without delays.

In E3grid and TCB18 CEER called for five years of TSO data. Although the reference year was only one specific year, CEER asked for a series of five year of data for the purpose of data validation and analysis and to enable a dynamic analysis.

3.5 Requirements with respect to the benchmark model

As CEER wishes to build upon the results of TCB18, the contractor is requested to take proper notice of the methods applied in TCB18. Note, that, like with E3grid, E2gas, and TCB18, for TCB21, it is mandatory that TOTEX (sum of CAPEX and OPEX) will be the sole input parameter for the benchmark model. Building upon TCB18 is important as the ambition of CEER is to maintain a consistent stream of benchmarks. However, within this framework CEER seeks improvements wherever possible and/or necessary.

Continuation of TCB18 is in particular important regarding the following elements. The contractor is requested to elaborate on each of these in its offer.

<u>Benchmark method and parameters.</u> In E3grid, E2gas, and TCB18 a DEA model was developed and applied for assessing the cost efficiency of TSOs. However, the consultant is invited to elaborate on the applicability of other methods, like e.g. SFA.

In E3grid, E2gas, and TCB18, the cost driver analysis was based on a combination of statistical analysis and engineering logic (business know how). The contractor is requested to elaborate on this in its offer.

It is also important to note that in TCB18 the output parameters of the benchmark model relate to the size, capacity and structure of the networks and not to the energy transported. In other words, TCB18 did not question the use of the networks, but it investigated the cost efficiency of their appearance, capacities, and operations. As CEER intends to create a series of consistent benchmark results, CEER thinks that this approach is also an important starting point for TCB21. The contractor is invited to put its view on this forward in its offer.

At the time of issuing this tender document the number of electricity TSOs and gas TSOs in the sample for TCB21 is not yet clear. For electricity a sample size of about 20 TSOs is anticipated, for gas this is about 30 TSOs. The contractor may assume that at the start of TCB21 the samples are clear and that they are of about the expected size.

<u>CAPEX calculation.</u> In E3grid, E2gas and TCB18 the CAPEX was calculated as the sum of annuitized investments (to this end TSOs submitted their so-called investment stream, being a recording of annual investments over the past decades), where annuities were based on a weighted average life time calculation over the various asset categories and on the consumer price index (CPI) for indexation.

As to the CAPEX calculation, not all TSOs have a history that goes back several decades. In E3grid, E2gas, and TCB18 several TSOs had an opening balance in the more recent past, yielding a very large investment at the start of an investment stream. The issue with an opening balance is that sometimes its value is not just driven by managerial factors, but also by e.g. good will, politics, or legislation, like forced unbundling. In a benchmark, where the cost efficiency of TSO management decisions is measured, this may lead to unfair comparisons between TSOs. Therefore, in E3grid, E2gas, and TCB18 relatively large opening balances were corrected for such effects using the so-called CAPEX break method (see the appendix to the TCB18 report).

<u>Accounting for TSO specifics.</u> The general objective of a cost efficiency benchmark is to measure the managerial performance of a transformation of resources (inputs) into services (outputs), where necessary controlling for exogenous factors that have a different impact for different TSOs. To do this it is necessary to ensure that TSOs in the sample are comparable and, insofar they are not comparable on certain aspects, comparability is a priori created by e.g. standardization (e.g. CAPEX calculation), indexing data (e.g. national labor cost levels), or scoping (e.g. scoping out uncommon activities).

However, this may not be enough to deal with all significant differences between TSOs caused by exogenous factors, think for example of environmental factors like the shape of the landscape or soil humidity. In E3grid and E2gas such factors, that are also durable and substantial, were called so-called Z-factors. E3grid and E2gas hosted a specific sub-process for identifying and analyzing Z-factors and adjusting the costs or asset base to account for Z-factors, thus creating comparability among TSOs. In TCB18 this was referred to as specials conditions for which a similar process was put in place, albeit that in TCB18 environmental factors were already accounted for as part of the grid size (see the TCB18 report). As the reference year will be 2020, one may expect TSOs to claim a provision for possible additional cost to cover for activities to deal with the COVID-19 crisis.

<u>Environmental factors.</u> Like suggested in the above, environmental factors deal with most TSO specifics in a benchmark model. There are various ways to implement this. In E2gas this was done by asking each TSO for each specific asset about four specific environmental circumstances that applies to the asset (e.g. soil type and terrain type). Drawback of this was that definitions for categories of circumstances were interpreted differently among TSOs. In TCB18 it was decided that the E2gas approach (asking TSOs to indicate themselves about the complexity of environmental conditions) was not sufficiently objective. Therefore in TCB18 the approach was adopted to derive such conditions from independent public sources. For TCB21 CEER wishes to continue that approach. It is the contractor that will advise on the sources to use and to retrieve the data from these.

3.6 Requirements with respect to reporting

The scope of work defined by this tender document includes the delivery of the following four types of reports.

First of all, separately for electricity and gas, the contractor will chief-edit an open main report in (British) English clearly describing the project, including the starting points, the process, the assumptions and choices made (also why), the benchmark method applied, and the results. The chapters of the reports are drafted by the Project Steering Group. Some chapters are drafted by NRAs and reviewed by the contractor, for other chapters this is the other way around, depending on the content. At least the contractor is in the lead for chapters dealing with analysis and modelling (ref. Phase C), which is expected to be the majority of the reporting, ref. the TCB18 main reporting.

The reports must be understandable for a wide public, wider than just NRAs or TSOs, think for example of stakeholders like customer representatives, ministries, or legal bodies. Details should be deferred to appendices. A draft of these reports must be approved by CEER. The final reports will be delivered electronically to, and only to, CEER. CEER and its members may publish the reports on its website.

Compared to TCB18, the main reports for TCB21 will include an appendix reporting unit costs at asset level. For example one can think of ranges, average and median of such unit costs (e.g. the average unit cost of a kilometer of pipeline of classes A, B, …, or the ranges, average and median of unit cost of transformers of classes A, B, …) for CAPEX. For OPEX, it could include the ranges, average and median of ratios derived from the financial reporting template and grid components (e.g. personnel expenses / total expenses, other expenses / total expenses, total expenses / total average FTEs, total expenses / gridsize, etc.). The contractor is requested to make a proposal in its offer for how such appendix could look like. The final format, however, will be determined by the Project Steering Group during the project. It is important that data confidentiality is respected also in this appendix of the reporting. This appendix has no direct relationship with the benchmark model and results, but some NRAs (also) use this kind of information in their regulation. The contractor is requested to propose in its offer a set-up for this appendix.

Secondly, the contractor will draft for each TSO a confidential report containing results for that specific TSO. The ambition must be that such individual report maximizes the learning potential for the TSO (focusing on the question why it is (in)efficient.) It is required that the individual report on a TSO includes a section elaborating on the reasons for the measured cost efficiency of that TSO and a tailored advise on how to interpret the result. The template for individual reports will be drafted by the Project Steering Group with a leading role for the contractor. Concrete individual reports will be delivered by the contractor via the project platform to the relevant NRAs (the reports are confidential).

Thirdly, for each TSO and its NRA, the contractor delivers Excel sheets sheets with the following information:

- The calculation of its OPEX and CAPEX, and, hence the calculation of its input parameter TOTEX;
- The calculation of its output parameters;
- An overview of all underlying parameters, like CPI, WACC, or lifetimes that are used for the calculations.

All calculations in this sheet must be verifiable. For example, from the spreadsheet the calculation of the annuities used for the calculation of CAPEX and the grid size parameter must be fully reproducible. For each TSO the Excel file will be delivered to, and only to, the relevant NRA. The generic format of the Excel file, however, will be approved by CEER.

Finally, the dynamic analysis, if done, will be presented in a separate report.

3.7 Requirements with respect to planning and risk management

The tenderer must present a planning (steps and timing) for Phases C and D in its proposal. The planning must be complete and plausible in the sense that it covers the process from start to finish and that it is realistic.

The tenderer must furthermore provide a list of potential risks of Phases C and D in its proposal, including impact and remedies.

3.8 Requirements with respect to the independent audit

The scope of the audit includes:
- Determine whether it is indeed the endorsed data that is used for analysis.
- Determine the reproducibility of the benchmarking results.
- Determine whether the computer code developed/used effectively executes the steps as being defined in the benchmarking methodology.
- Determine whether the reported results are indeed the result of the that code.

The scope does not include:
- Determine whether alternative specifications of data, process, methods or models could have resulted in another benchmark outcome.
- Work done by the NRAs or TSOs in data validation prior to the delivery of the final data.
- Model specification, process and results; i.e. statistical work to derive the final model.
- The specification of sensitivity analysis and its parameters as documented in the final report.
- Work done in the project to derive the weight system for the grid size output parameter.
- Process communication prior or during the project.
- Correctness of benchmarking methodology.
- The correct functioning of third party software and hardware used, e.g. third party email tools, operating systems, computer code compilers or interpreters, computers, or third party online tools.

The auditor must comply with the strict rules regarding data confidentiality. In particular, the auditor cannot make or store copies of TSO data or benchmark results for use at its own premises or other places or for any other use than the purpose of the audit, etc.

3.9 Optional Module A – Dynamic analysis

In E3grid and TCB18 a frontier shift analysis (dynamic analysis) was done, apart from the static analysis. The tenderer is asked to elaborate on the method, the data requirements (e.g. how many years of data required, taking into account that the intention is to collect five years of data), and its expectations with respect to the quality and interpretation of the outcome. The dynamic analysis concerns electricity and gas (separately, leading to two separate reports).

This model is an optional module, meaning that the contractor is requested to offer it as a separate module in its offer. The contracting authority will decide about lifting this option at least one month before the start of Phase C.

The tenderer is requested to define and offer the Dynamic analysis against a fixed price. The tenderer is asked to describe its approach (steps, planning) and pre/post-conditions for this module.

The contracting authority has a maximum budget available for this optional Module A of EUR 40.000 (forty thousand euros) (excluding VAT).

3.10 Optional Module B – Additional support

During TCB21 and about half a year thereafter, the ACM wishes to have access to the consultants expertise and services to deliver further analysis of specific Dutch issues regarding the results of TCB21. The format of deliverables with respect to this will be discussed between the ACM and the contactor at the time this module is lifted or during execution of the module.

Note that this module is the one exception to the rule that this tender document is made and issued by the contracting authority on behalf of CEER. This means that Module B is exclusively an affair between the ACM and the tenderer and all communication about Module B is exclusively and in confidence between the ACM and the tenderer.

The tenderer is requested to offer a maximum of 200 man hours to execute this module. No travelling or out of pocket expenses are expected for this module.

The contracting authority has a maximum budget available for this optional Module B of EUR 50.000 (fifty thousand euros) (excluding VAT).

The contracting authority will decide about lifting this option no later than one month before the start of Phase D. If this module is lifted, this can formally mean that the project is extended until about half a year after the closure of Phase D.

3.11Requirements with respect to confidentiality

In E2gas, E3grid, and TCB18 all TSO data was handled confidentially. This implied that data from a specific TSO was delivered by the relevant NRA to the contractor (via the web-based project platform) under the condition that only that specific TSO and NRA and the contractor have access to the data of that specific TSO. This applies to TCB21 and, hence, the contractor must be able to guarantee full confidentiality of TSO data. This includes the security of data storage during TCB21. The contractor will destroy all TSO data after TCB21.

The confidentiality of TSO data is very important. The tenderer must describe any precautions that will be or are being taken to protect the confidentiality at all times, despite any necessary documentation purposes.

TSO specific reports delivered by the contractor are considered confidential as well and will only be delivered to the relevant NRA. The general main reports for TCB21 are public and will not contain any confidential information. Information about the result for of relative position of any TSO in the benchmark is considered confidential as well.

Data considered to be non-confidential is data that is generally accessible or known, information that was already known by the tenderer/contractor or information that third parties legitimately made available in the meantime. Also considered to be non-confidential is data that must be published due to legal stipulations and data which a court, an authority or a governmental or parliamentary office requires the contractor to publish. The tenderer/contractor must, immediately upon finding out about the possibility of existing reporting obligations, coordinate further proceedings with the contracting authority.

The tenderer/contractor agrees to maintain utmost confidentiality regarding all confidential data and to refrain from making it available to third parties, without the explicit consent of the contracting authority.

The tenderer/contractor is entitled to make confidential data available to its staff members who, within the framework of the organizational structure, are involved in CEER-TCB21. The tenderer/contractor is responsible for ensuring that the respective staff members sign a confidentiality agreement and make these available to the contracting authority. The same applies to subcontractors.

With NRAs supplying data for CEER-TCB21, the contractor concludes separately further individual confidentiality agreements, provided that this is the wish of these NRAs.

The requirements set out in this paragraph remain valid, also after all work in the scope of the agreement has been finished.

Article 13 of the General Government Terms and Conditions (ARVODI-2018) also concerns conditions regarding confidentiality.

3.12 Requirements with respect to independency and absence of conflicts of interest

As the result of TCB21 will be used in a regulatory context, independence of the tenderer from the electricity or gas industries is vitally important. Independence means that relations (of whatever nature) between the tenderer and the electricity or gas industry (in the broadest sense) will not impact the process or results of TCB21, not during and not after TCB21.

Likewise, it is also vitally important that there are no conflicts of interests with the position(s) or any activities (in the broadest sense) of the tenderer regarding TCB21 and that these are avoided during and after TCB21.

By offering, the tenderer guarantees independency and absence of conflicts of interest and that, if necessary (e.g. in case of any doubts or unclarity), he will (pro-actively) take effective measures to guarantee independency and absence of conflicts of interest. These requirements also apply to third parties or to other companies or institutions which may be in cooperation with the tenderer within the context of TCB21 and its aftermath.

Should, despite the ESPD of the tenderer, the contracting authority have any justifiable doubts about the independence of the tenderer or absence of conflicts of interest, this may lead to the disqualification of the tenderer, regardless of the overall evaluation of the offer.

3.13 Requirements relating to the prices/rates

3.13.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in annex 2 entitled ‘Prices/Rates’.

3.13.2 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing.

3.13.3 Expenses made due to travelling to and from workshops and progress meetings with the awarding authority and accommodation expenses related to such travelling, must be offered in euro’s based on actual costs and economy class. However, the offer must contain a motivated quote for these expenses.

3.13.4 Indexing of the rates for any already issued further assignments specified within the Contract is not permitted.

3.13.5 The Tenderer will not submit any zero or negative prices/rates.

3.13.6 The contracting authority has a maximum budget available for the static efficiency of EUR 410.000 (four hundred ten thousand euros) (excluding VAT), a maximum of EUR 40.000 (forty thousand euros) (excluding VAT) for the optional Module A, and a maximum of EUR 50.000 (fifty thousand euros) (excluding VAT) for the optional Module B. Offers that exceed this budget will not be valid.

3.13.7 The Tenderer gives a fixed total price in your offer using annex 2. The total amount of your quotation is final.
Break down the price at least to the level of the following elements:

- Workshops (all phases);
- Deliver, install (Phase A) and maintain (all phases) the communication platform;

- Advise activities in Phase A (advise with respect to setting the final data request and benchmarked scope);
- Cross data validation in Phase B;
- Advise with respect to possible data issues that pop up during data collection and validation (Phase B);
- Model development (Phase C);
- Reporting (Phase D);
- Management and overhead (all phases insofar relevant).
- You must include an estimate of the number of hours to be deployed with corresponding hourly rates per activity/phase as defined in the above and per role (e.g. jr/mr/sr advisor, supporting roles, etc.).

3.13.8 For the optional modules as mentioned in paragraphs 3.9 and 3.10 the work and responsibilities defined must be offered separately in compliance with the directions as set out in these paragraphs.

3.14 Tax-related requirements

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

3.12.2 The Tenderer will quote the prices according to the following structure:

- the amount excluding Dutch VAT and any VAT due outside the EU;
- the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
- the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

3.12.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

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

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

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

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

3.15 Invoicing requirements

3.13.4 The following payment schedule applies: 30% directly after Phase A, 40% directly after Phase C, and 30% directly after Phase D after acceptance of the services.
The optional modules will be paid after acceptance of the services.

3.13.5 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.6.3 **For companies established in the Netherlands only**

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:

- The invoicing portal of the Dutch government;
- Link with Digipoort;
- E-invoicing with your own (accounting) software package through Simplerinvoicing;
- E-invoicing through a service provider.

For more information: https://www.helpdesk-efactureren.nl/e-facturen-versturen. For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl, 088-0424400, option 2.
For questions regarding e-invoicing via an accounting program (Simpler invoicing), please contact info@simplerinvoicing.org, 020-3697653.

In order to ensure the smooth processing of the invoice, you must include the following information in your quotation:

- Name and address details;
- Chamber of Commerce number;
- Location according to Chamber of Commerce;
- IBAN.

For companies not established in the Netherlands
The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.
You must state the order number on your invoice. You can send your invoice(s) by e-mail in PDF format to crediteuren@acm.nl.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

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

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

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

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

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
http://wetten.overheid.nl/BWBR0032203/2016-07-01

The evidence consists of:
1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

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

Please refer to https://ec.europa.eu/tools/ecertis/search
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

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

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

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

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

4.3.2 Reference data (technical qualifications)

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

- Ability to meet the demands from an engineering and scientific standpoint and in particular with regard to the application and interpretation of software-based statistical procedures in the field of energy technology and in the gas and electricity industry.
- Having practical experience in the implementation of an international efficiency benchmarking based on actual data, which can be supported for example through relevant references of other regulatory authorities.
- Ability to participate actively in the scientific discussions on efficiency benchmarkings, for example through presentations and publications.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment <u>for each of the core competences listed above</u> that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignment(s) must be at least EUR 100.000 (one hundred thousand euros) (excluding VAT). This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

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

Evidence (**submit together with the Tender)** For each key competence, present a reference that fulfils the requirements set out above. If more than one key competency fulfilling the set requirements is reflected in a single reference, then you can use the same reference for those key competencies. You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences. If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

A maximum of 245 points can be obtained for your response to the award criteria.

5.2 Quality criteria

5.2.1 Award criteria relating to Plan of approach

Max. no. of points available	Assessment aspects
80	Your offer includes a Plan of Approach for this project including the optional modules. In Chapter 3, Schedule of Requirements you are asked to elaborate on several subjects in your offer. Please do so in your Plan of Approach. The plan of approach will be assessed based on the following aspects. The extent to which the elements in the plan of approach, including the optional modules, are concrete, coherent, feasible, and logically structured, and will effectively contribute to the objective of the benchmark, and the extent to which this is motivated in the opinion of the contracting authority. Most important in this respect are the main assignment (see requirements in chapter 3) and optional Module A. Points can be earned with respect to the description of the method(s), activities, planning, risk analysis (and remedies), and confidentiality aspects.

5.2.2 Award criteria relating to project organisation, its staffing and communication

Max. no. of points available	Assessment aspects
60	<u>Quality of the project organisation and its staffing</u> Your offer includes a plan for the proposed project organization and curriculum vitae of all proposed project members. You are requested to include the following in the Tender concerning staffing: The names and functions of the employee(s) who will carry out the work, stating the subsections: - Relevant education, courses and training; - Relevant work experience with indication of purpose, activities and results; - A brief CV of the employee(s) (including those of subcontractors) to be deployed (max. 4 A4 sides); - The intended role / task distribution of the relevant employee

	(s) (including those of subcontractors), including deployment in terms of hours, of the relevant expert on this assignment, and why you think this is the right person for the execution of the assignment. Assessment basis: The extent to which the proposed project organization, including staffing, is verifiably fit for purpose in the opinion of the contracting authority. Fitness for purpose is considered higher for staff that is substantially and verifiably experienced in benchmarking, in regulation, and working in a multinational environment. The extent to which the team composition is sufficient for successful execution of the assignment.

Max. no. of points available	Assessment aspects
20	Quality of the communication Your offer includes a plan for the communication during the performing of the project. Communication includes elements like the web platform, workshops, timely response to questions and action items, and securing confidentiality. Assessment basis: The extent to which communication with and between TSOs, regulators, and the tenderer is organized in a transparent and secure manner, and the extent to which this is motivated in the opinion of the contracting authority.

5.2.3 Award criteria relating to social return

Social return means creating more employment opportunities for people who are disadvantaged with the labour market. For more information see**:** Social return on investment (SROI) | PIANOo - Dutch Public Procurement Expertise Centre

Max. no. of points available	Assessment aspects
5	Please provide with your offer a description of the way in which you might apply social return to this Assignment during the agreement (maximum 1 page A4, Verdana font size, minimum 9 pts (excluding diagrams and/or images).

5.3 Award criteria relating to prices/rates (exclusive of VAT)

5.3.1 Pricing of static analysis

Max. no. of points available	Assessment aspects
60	The tenderer with the lowest total price (excluding VAT) will receive the maximum number of points. The other tenderers receive their points based on the following formula: LP/P*60 P = Price submitted by tenderer excluding VAT; LP = Lowest price submitted excluding VAT. Please note the price ceiling in Paragraph 3.13.

5.3.2 Pricing of the Optional Module A (Frontier Shift analysis)

Max. no. of points available	Assessment aspects
20	The tenderer with the lowest total price (excluding VAT) will receive the maximum number of points. The other tenderers receive their points based on the following formula: LP/P*20 P = Price submitted by tenderer excluding VAT; LP = Lowest price submitted excluding VAT. Please note the price ceiling in Paragraph 3.9 and 3.13.

5.4 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The response significantly exceeded expectations and offers a great deal of added value.	100%
Very Good: The response exceeded expectations and offered some added value in places.	80%
Good: The response sufficiently met our expectations.	60%
Fair: The response did not completely meet our expectations and displays shortcomings with regard to certain aspects.	40%
Poor: The response does not meet expectations and clearly displays many shortcomings.	20%
No response was provided to the question.	0%

6. Assessment of the Tender

6.1 Assessment of the Tender’s completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

6.4 Determination of definitive total score

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

The Tenderer’s definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion “Price”. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the ‘European Single Procurement Document’ and the Tender. Following the Tendering Authority’s request to provide the evidence, the Tenderer has 21 (twenty one) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.
You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.
If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Ms. Marjolein Switzar via IUCEZteam5@rvo.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult the eHandbook via http://www.tenderned.nl/egids/.

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit http://www.tenderned.nl/eherkenning-en-tenderned-0 for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned.

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

7.3.9 Information about the Tenderer's obligations

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

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

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

7.3.10 Inconsistencies and objections

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

7.3.11 Complaints procedure

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

7.3.12 Dispute resolution

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

7.3.13 Submission of the Tender

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

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

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

7.3.14 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
Annex 2 Prices	Prices/rates included in the quotation	Fill in Annex 2 Price and add to TenderNed
Annex 3 References	References	Fill in Annex 3 References and add to TenderNed
Other	CV's and references	Add to TenderNed

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

7.3.15 Legally binding signature

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

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

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

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

7.3.16 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium
If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors <u>are</u> obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

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

If the principal contractor <u>*does*</u> rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.

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

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

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

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

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

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

7.3.19 Communication and language

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

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) must also be provided in English.

During the fulfilment of the contract, communication must be conducted in English.

7.3.20 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitely excluded. The General Government Terms and Conditions apply to the Contract.

7.3.21 Contract conditions

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

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

7.3.22 Explanation and verification of the Tender

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

7.3.23 Request for supplementary information concerning the Tender

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

7.3.24 Announcement of the award of the Contract

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

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

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

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

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

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

Annexes

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

Annex 1: European Single Procurement Document (sample)
Annex 2: Prices/Rates
Annex 3: Draft Contract
Annex 4: ARVODI-2018
Annex 5: Complaints Procedure
Annex 6: References
Annex 7: TenderNed six steps to bidding for public procurement contracts online

Appendix A1 – A11 TCB18 final main reports electricity and gas and data definition guides and templates for TCB18