



Annex 3A. Program of Requirements and Sub-award Criteria Lot 1: Assessments

Subject : **Nuclear Advisory Services ANVS 2021**

According to a : **Public European Tender Procedure**

Reference no. : **TN-303693**

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1.1 Program of Requirements

This section describes the Requirements. All the Requirements mentioned in this section are knock-out criteria. If you do not agree or only partly agree with one or more Requirements from this section, the Tender is invalid and will not be evaluated further. You will therefore not be eligible for the award of the contract. By submitting a Tender, the Tenderer unconditionally agrees to the stipulated Requirements

Number	Description of Requested Service
S-1	If Contractor issues an order on behalf of Client, Contractor shall conform to - and act in full compliance with - the applicable laws and regulations.
S-2	As the Contractor, you are able and willing to provide, during the term of the Agreement, the requested work and services in the various fields of work as described in chapter 3 of the Descriptive Document at the request of the Client.

Number	Description Legal requirements
L-1	All information submitted by the Tenderer has been filled in truthfully and can be relied upon by Tenderer. Client reserves the right to claim damages and/or terminate the contract in case of incorrect and/or incomplete information and/or inability to fulfill what was offered by a Tenderer
L-2	Tenderer unconditionally agrees to the provisions of the Descriptive Document including any changes made known by Notice of Inquiry and all related appendices as well as the draft Agreement, to which only the General Conditions of Government Procurement for Services (ARVODI) 2018 apply.
L-3	Tenderer declares that the Tender has been signed by the person(s) who can legally represent Tenderer's organization for this tender and is authorized/ mandated to do so.

Number	Description requirements Personnel and Organization
PO-1	In addition to article 13 ARVODI: Tenderer declares that advisers of Contractor will treat all confidential and sensitive information confidentially.
PO-2	The adviser(s) to be engaged shall meet the minimum qualifications applicable to the relevant lot. The adviser(s) has sufficient knowledge and experience to properly complete the assignment.
PO-3	The Client may require the advisers deployed by you to submit a Certificate of Good Conduct (VOG) prior to the commencement of the assignment. Contractor will cooperate in this.
PO-4	If the Client is of the opinion that an adviser does not or no longer meets the qualifications assigned to him, or is not willing or able to properly perform the Services, depending on the nature of the house rules or repeatedly acts in violation of the house rules of the Client or in any other way violates the confidence of the Client, the Client is entitled, after evaluation of the Services, to require the consultant to be replaced at the first request of the Client.
PO-5	Tenderer agrees to provide Client with an Integrity Statement signed by the individual employee to be deployed, if requested, prior to the deployment of employees. The format is included in Appendix 8. Model Integrity Statement Rijk for external parties and in Annex 9. Code of Conduct Integrity Central Government.
PO-6	Tenderer certifies that Contractor employees to be deployed are proficient in the English language in both word and writing.
PO-7	Tenderer declares that it is aware that, upon entering locations of the Client, employees of the Contractor deployed must identify themselves by means of a valid identification document.
PO-8	(Employees of) Contractor shall conform to the access policy of the relevant Participant.
PO-9	Tenderer agrees that Contractor and deployed employees of Contractor should be aware of and adhere to the house and conduct rules within the Client's locations.



Number	Description of independence and conflict of interest
ICI-1	The professional independence of your services to the Client is guaranteed in the context of the assignments to be carried out by you. The adviser to be deployed by you on an assignment or your organization may not have a conflict of interest when carrying out an assignment. You shall immediately report any appearance of dependence or conflict of interest to the Client. In particular, the Contractor may not perform work and/or be indirectly involved in work relating to the Contractor's file that, as a licensee, is under the Client's supervision. The Contractor is also not permitted to perform activities on files of third permit holders or third parties who have submitted a permit application to the ANVS and for whom the Contractor has advised on the permit process.
ICI-2	For each Tender, you will state whether, in your opinion, there is a potential dependency or conflict of interest. If, in the opinion of the Client or the Contractor, a (potential) conflict of interest or (potential) dependence exists in the case of a concrete contract, the parties will agree on measures to end or prevent this undesirable situation.
ICI-3	The Client is entitled to demand that the Contractor replaces the consultants to be deployed. The Client shall also be entitled to award the contract to an (independent) third party. If the assignment has already been granted to Contractor, both parties shall be separately entitled to terminate this assignment with immediate effect.

Number	Confidentiality
C-1	Your staff members are, just like staff members of the Client, bound by the general provisions regarding confidentiality (in accordance with Article 13 ARVODI-2018). In addition to this, Client has the right to make further and more assignment-specific agreements on confidentiality with your staff members who are deployed at/for Client.
C-2	Employees of the Contractor will treat all confidential and sensitive information, of both a commercial and a public nature that comes to their knowledge during the execution of the Agreement with confidentiality. This also includes collections of information that arise from the aggregation and combination of, in principle, public information and which must be regarded as sensitive.
C-3	Contractor including its personnel (own and hired) shall observe strict confidentiality with respect to information obtained as a result of all activities performed on behalf of Nuclear Advisory Services. Confidential information shall not be shared with third parties (to this end, Contractor shall have advisers to be engaged sign a confidentiality statement and include it in the personnel file. Contractor is obligated to provide these statements upon initial request by Client within 24 hours of request).
C-4	A VOG may be required of the adviser who meets the specific requirements due to security reasons and the adviser may not be deployed until the Client has received the VOG. The adviser may also be required to sign a confidentiality agreement due to sensitive information in the case. Tenderer will fully cooperate with this should this be requested by the Client. Here too, the adviser may not be deployed until after the Client has received the signed confidentiality declaration. In specific cases, advisers must be prepared to undergo screening (security screening) and/or to sign an additional confidentiality agreement. The Client is entitled to subject the adviser(s) deployed or to be deployed by the Contractor to a security screening in accordance with the Client's usual rules. The Contracted Party and the adviser are obliged to cooperate fully with such an investigation. The Client will have the right to refuse to deploy an adviser t at the Client's location without stating its reasons. The adviser can only be deployed if she/he is in possession of a statement of no objection, which will be issued after positive completion of the security screening.

Number	Specific requirements related to the services and products to be provided (written end products)
SP-1	The Intellectual Property (IP) of the end products will be vested in the Client.
SP-2	Formal external correspondence to be sent on behalf of the Client (by you), will only take place after approval of the responsible contact person of the Client on the content and form of this correspondence.



SP-3	The execution of orders may involve the exchange of special information, i.e. information to which knowledge by unauthorized persons may adversely affect the interests of the State, its allies or one or more ministries. The security of special information is governed by the provisions of the Government Information Security Regulations for the Civil Service - Special Information 2013 (VIRBI 2013). The VIRBI 2013 can be consulted at: http://wetten.overheid.nl/BWBR0033507/2013-06-01. The most recent version of this provision applies. When special information is brought outside the Rijksdienst, such as the exchange of special information to you, the security requirements applicable to the Rijksdienst and the supervision thereof remain in force. The provisions of the VIRBI 2013 also apply by analogy to you, including any third parties to be used on your behalf, in assignments involving the application of special information, unless the client gives you written permission to deviate from certain provisions.
SP-4	The information obtained by you during assignments and taken to your knowledge, the confidential nature of which you know or can suspect, may not be used or distributed by you for other purposes without the permission of the Client.

Number	Description Requirements Reporting
R-1	Tenderer agrees to provide management reports at specified frequency. After final award, further agreements will be made regarding desired reports and frequency.

Number	Description requirements Pricing
Pr-1	The hourly rate offered (excluding VAT) in the Tender is all-inclusive. The following costs are in any event included: the salary costs, employer costs for risk coverage (including statutory premiums, insurance and employer's contributions), domestic travel and accommodation costs, parking costs, overhead costs (such as accommodation and salary costs of non-productive staff), the costs of support work, training costs, recruitment and selection costs, translation costs, replacement of staff, costs related to the use of equipment (both hardware and software) incurred as a result of the assignment, the costs for project management and the profit margin. It is not possible to indicate other costs afterwards (after issuing a tender).
Pr-2	Tenderer is required: - To join the implementation of Electronic Ordering and Invoicing (EBF) at no additional cost (see also Requirement EF-3). - To cooperate, at no additional cost, in using UBL 2.0 as the exchange format for digital invoicing.



Pr-3	The rates in the ranges are fixed at least until two years after the effective date of the Agreement. Subsequently, they may be adjusted by the Client of the Framework Agreement. The rates may be adjusted by the Client based on the CBS price index figure for CAO wages per hour, including special remuneration, category business services. The Contractor may submit a request to this end. This request must be submitted no later than two months before 1 January. During the term of the Agreement, indexation may be used twice, for the first time from 1-1-2024 up to and including 1-1-2032 (subject to the condition that the Client exercises the renewal option(s)). Nb. the new rates apply only to new assignments. The index rate will be set at 100 for the start date of the framework agreement. The index rate is calculated based on the following formula: $((\text{November Index Year Y} / \text{November Index Year X}) - 1) * 100\%$. Example 1st indexing: <table><tr><td>Start ROK</td><td>01-01-2022</td></tr><tr><td>Index November 2022 (X)</td><td>= 110,21</td></tr><tr><td>Index november 2023 (Y)</td><td>= 112,70</td></tr><tr><td>Bandwidths will be adjusted on 01-01-2024 by the following index: $((112,7 / 110,2) - 1) * 100\% = 2,27\%$</td><td>Min.Rate x 1,0227 Max.Rate x 1,0227</td></tr></table>	Start ROK	01-01-2022	Index November 2022 (X)	= 110,21	Index november 2023 (Y)	= 112,70	Bandwidths will be adjusted on 01-01-2024 by the following index: $((112,7 / 110,2) - 1) * 100\% = 2,27\%$	Min.Rate x 1,0227 Max.Rate x 1,0227
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Pr-4	Price adjustments must be presented to the Client for approval no later than two months prior to the abovementioned moments of tariff indexation. The percentage for the rate increase shall be rounded off to one decimal place. Revisions of indexations that have not been made will not be accepted.								
Pr-5	Costs not mentioned in the Tender and not discounted in the pricing, but which nevertheless prove necessary for the proper functioning of the service, in accordance with the requirements set out in the descriptive document, shall be for the account of the Tenderer.								
Pr-6	If, in addition to the prices offered, the Contracting Authority has to incur costs that prove necessary for the proper functioning of the service, they shall be for the account of Tenderer.								

Number	Description requirements Electronic Ordering and Invoicing
EI-1	Tenderer agrees that if the Client is connected to an automated system for digital support of inquiry, ordering, delivery, authorization, invoicing and or payment processes, information transfer between Client and Contractor will take place exclusively through this system.
EI-2	After awarding the contract, Tenderer is obliged from the moment of first delivery to prepare invoices in electronic format¹ only and to offer them for processing electronically: - Or via the Supplier Portal of DigiInkoop for invoice processing by all government agencies connected to the procurement agreement (in the case of manual input, the Supplier Portal will convert the invoice to electronic format). - Or, if required for larger transaction volumes, via a link to Digipoort for invoice processing by all government agencies linked to the Procurement Agreement. Tenderer will use the prescribed format for the layout of the electronic invoice (see https://www.logius.nl/diensten/e-factureren).

¹ From 1 July 2016, paper and PDF invoices are only allowed in exceptional situations.



EI-4	The Tenderer is required to join the implementation of Electronic Ordering and Invoicing (EBF) (see also Home Helpdesk e-factureren (helpdesk-efactureren.nl)).
EI-5	Connection to the abovementioned systems by Contractor shall be completed no later than 1-1-2022.
EI-6	In view of the transition in the world/UN/CEFACT standard, Tenderer cooperates to use UBL 2.0 as the exchange format for the purpose of digital invoicing. Tenderer may also use another exchange standard as long as it is compatible with e-invoicing within the government.

Number	Description requirements Sustainability
S-1	Tenderer takes or has taken measures to reduce the environmental impact (energy consumption, emissions of CO ₂ , NO _x , particulates, noise) related to the execution of the Contract.
S-2	Tenderers should have taken into account, when preparing their Tender, the obligations under the provisions on labour protection and working conditions applicable in the country where the contract is performed, as referred to in Art. 81 section 2 Aw2012, namely: <i>'A contracting authority shall request Tenderers or Candidates to indicate that, in preparing their Tender, they have taken into account the obligations in the field of environmental, social and labor law under European Union law, national law or collective bargaining agreements or under the provisions of international environmental, social and labor law listed in Annex X of Directive 2014/24/EU'.</i>



1.2 Sub-award Criteria

This section describes the Sub-award Criteria (in the form of Theme and Case Studies) that must be answered.

For each Sub-award Criterion, you provide a concrete answer, taking into account in the answer the aspects of the requested service as described in the Descriptive Document and the Schedule of Requirements.

The table below explains what is expected from the Tenderer for each Sub-award Criterion. It also shows the maximum number of points that can be scored and the relative weighting of the Sub-award criteria.

An assessment score is assigned to the answer to a Sub-award Criterion (in accordance with Section 6.3). The level of this score depends on the extent to which and/or the manner in which the Sub-award Criterion is implemented.

Please note: When answering each Sub-award Criterion, you must submit a maximum number of A4 sheets in which font 'Arial' and font size '10' are required. The maximum number of A4 as indicated includes any images/illustrations. The text in the image should be legible (without having to enlarge it). If you supply more than the maximum A4 indicated, the A4s exceeding the maximum will not be assessed.

It is permitted to add a title page and/or cover page. These do not count towards the maximum number of pages. A title page and/or cover page should only state which Sub-award Criterion it relates to.

1.2.1 Case Study Nuclear Advisory Services

Case Study Lot 1: Assessments

Case: plan of action regarding assessment of the subject of the primary circuit of an innovative type of reactor for the production of medical isotopes.

Introduction

As the nuclear authority, the ANVS is responsible for assessing whether nuclear installations comply with the legal frameworks, both in the context of new license applications and in the context of supervision of existing installations. These assessments often involve specialist subjects.

The ANVS requires your knowledge/expertise and support in the assessment of documents and analyses in specific subject areas. In this context, it concerns professional advice and support for the assessment of documentation and analyses, both in the context of licensing and supervision. It is ultimately up to the ANVS to reach a judgement.

This advice can take place in various forms and frameworks. For example, the Tenderer may be asked to give advice on specific parts of the assessment, to carry out a (partial) assessment independently and to report on it to the ANVS, or to observe an assessment by the ANVS as a second independent pair of eyes. The form of the report will be agreed per activity and can vary from a short conversation, bullet points in a presentation, a summary of findings, a short memo, up to and including an assessment report.

In all cases, the result is an advice, expert opinion or information addressed to the ANVS. At all times, the ANVS remains responsible for the formation of an opinion (partly based



on the information provided by the Tenderer) and communication to the author of the documents or analyses that were assessed.

The present case concerns an assessment of the subject of the primary circuit of an innovative type of reactor for the production of medical isotopes.

Context

The object concerns a new type of nuclear installation with a nominal power of about 500 kW, aimed at the production of medical isotopes. The system consists of a primary circuit containing low-enriched uranium (19.5%) in aqueous solution, where fission is driven by an accelerator in the (broader) core section. This core section has a more complex geometry, due to the need for an accelerator-driven neutron source. The rest of the circuit consists of relatively simple piping with a pump and heat exchanger.

The assessment for which advice is sought concerns specifically the design of the primary circuit and the design codes chosen for it. Since the primary circuit contains the nuclear fuel, the chemistry is complex. There is also neutron loading on the primary circuit material in the core section. Since the primary circuit contains all fission products in solution, ensuring integrity is of great importance. The conditions in the circuit are mild, with temperatures around 50 degrees Celsius maximum and no pressure build-up except for pump pressure (the overpressure in the primary circuit is less than half a bar). In accident conditions, the temperatures in the circuit may rise, but do not exceed the boiling point. Also the pressure is not significantly affected.

In the Netherlands, no specific materials or Codes and Standards (C&S) are prescribed for such a primary circuit, an applicant is free to choose these. The purpose of the C&S is to provide sufficient confidence that the required quality is met. The applicant has provided information regarding the materials to be used and the C&S, including maintenance and testing policies. The applicant has provided a substantiation that, with the application of the proposed design and C&S, the risks of the occurrence of leaks in the primary circuit are very low, even after a long time (40 years of use).

For ANVS, it is important to demonstrate that the probability of leakage/failure is sufficiently low ($<10^{-4}$ per year for a small leakage, and $<10^{-6}$ per year for a rupture), and that the primary circuit remains intact during possible accident conditions that do not assume failure of the primary circuit. This in order to meet legal requirements (the Decree on Nuclear Installations, Fissile Materials and Ore (Bkse) contains requirements with regard to the chance of an accident occurring and the dose-consequences for the environment). Employee protection is also important. For the ANVS, it is also important to comply with the International Atomic Energy Agency (IAEA) safety series.

Objective and examination questions

The ANVS has to assess whether the design, including the proposed design codes (C&S) and associated inspection and maintenance strategy is adequate. The ANVS seeks specialist advice from its TSO to support that assessment with respect to the following questions:

- To what extent does the proposed design of the primary system and C&S comply with international 'state of the art'?
- Is it sufficiently plausible, based on the substantiation provided, that the probability of occurrence of minor leakage is $<10^{-4}$ /year and that the probability of rupture is $<10^{-6}$ /year (both for the short and long term)?



- Is it sufficiently plausible, based on the substantiation provided, that during accident conditions (including the accompanying increased temperature/pressure) the primary circuit remains intact (design basis complies)?

Sub-award criterion 1 - Plan of approach/action

You must submit a Plan of Action, in which the following questions are elaborated:

- How will you identify the most relevant requirements and guidelines from IAEA and any other international frameworks?
- How will you ensure that the quality of the work delivered is appropriate to the complexity and safety relevance?
- How will you make choices for the deployment of personnel that are appropriate for the complexity and safety relevance?
- How do you determine the expected depth of information from the applicant in relation to safety relevance (graded approach)?
- What is your vision of the interaction with and involvement of the ANVS?
- How will you take into account the international state of the art in your advice, including a possible bandwidth in this?
- How do you ensure that your advice is concrete, but also provides information regarding more subjective information ("grey" areas), so that ANVS has the necessary information to make its own assessment based on risk relevance?

Your description will be assessed on the basis of the extent to which your description reflects the case, goes into detail on all aspects and paints a realistic picture. Your description will be supported by any examples where you demonstrate that there is added value for the client. You should work out the above in **no more than 4 A4**.

1.2.2 Theme Questions Nuclear Advisory Services

1) Quality and Objectivity

Quality and its assurance is an essential part of nuclear safety. This also applies to assessments, oversight and its policy development. It concerns matters such as the delivery of a sound product or the guarantee of an objective judgement independent of political or social pressure. But a self-critical view is also important. The world is not black and white.

In many cases, the ANVS's task is to determine what is reasonable, taking into account the current state of the art and economic and social factors. For this, ANVS needs an advisory service that looks more broadly than just conclusions presented as established facts, but with room for nuances and other insights or possible factors that may influence a consideration of what is reasonable. In particular, different practices in an international perspective are also important here.

Sub-award Criteria	Content and Assessment	Maximum points to be scored
Sub-award criterion 2	Provide a description of:	250
Theme question 1: Quality and objectivity	- How you organize your quality assurance of a product.	



	- How you guarantee independent (also from own (for the TSO) national guidelines and policy) and objective advice in line with internationally accepted frameworks. - How you guarantee a self-critical view in your activities and products. - Which aspects of an assessment or advice may contain nuances. Be as specific as possible here. - How you can share the above nuances in advice and assessment with the ANVS. - How you ensure a balance between quality and effectiveness in the above factors. Your description will be assessed on the extent to which your description corresponds to the intended activities in the field, is realistic, inspires confidence, is concrete and is supported by concrete, appealing examples. You should elaborate on the above in no more than 2 A4.	
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2) Flexibility and capacity

Although the ANVS's range of tasks is reasonably well-defined - there is generally no ambiguity about what nuclear safety encompasses - the actual work package of the ANVS can vary widely, both with regard to the designs and with regard to the required deployment.

These variations may have a technical or social origin both from within the Netherlands and from outside the Netherlands. Considering its guiding principles "Safety first" and "Continuous improvement", the ANVS will adequately respond to these variations.

The ANVS expects an advisory service to be able to follow these variations.

More concretely, this means that an advisory service must be able to adapt to the changes requested by the ANVS in terms of both capacity and expertise and competences.

Sub-award criteria	Content and Assessment	Maximum points to be scored
Sub-award criterion 3 Thematic question 2: Flexibility and capacity	Provide a description of: - how you respond to requested changes regarding changing priorities of your client;	250



	- how you can adapt the capacity of your organization to changing client demands; - how you can make sufficient expertise available in the event of changing requests; - how you yourself come up with proposals for adjusting your efforts in terms of capacity, expertise and competences. Your description will be assessed on the extent to which your description matches the requested flexibility in the lot, is realistic, inspires confidence, is concrete and is supported by concrete, appealing examples. You should elaborate the above in no more than 2 A4.	
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