



Ministerie van Infrastructuur
en Waterstaat



Autoriteit Nucleaire Veiligheid en
Stralingsbescherming

Descriptive document

Subject : **Nuclear Advisory Services ANVS 2021**

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

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Definitions

In addition to the definitions as described in the Dutch Public Procurement Act [*Aanbestedingswet*] 2012, the following definitions apply:

Contracting Authority

The Kingdom of the Netherlands, more in particular the Dutch Ministry of Infrastructure and Water Management (IenW), on behalf of the Authority for Nuclear Safety and Radiation Protection (ANVS).

Tender Documents

All documents published or made available to Tenderers by the Contracting Authority for purposes of this tender procedure.

Amended PPA 2012/Amended Public Procurement Act 2012

Act of 1 November 2012, with amendment of June 22, 2016, in connection with the implementation of procurement directives 214/23/EU, 2014/24/EU and 2014/25/EU, Stbl. 2016/241, containing new rules on procurement. The Procurement Act can be downloaded at <https://wetten/overheid.nl>.

ARVODI (2018)

General Government Terms and Conditions for Public Service Contracts 2018 ([ARVODI-2018](#)).

Descriptive Document

The present document from the Contracting Authority, including Appendices, dated 13-07-2021 with TenderNed reference **303693**, in which the contract, the tender procedure to be followed and the suitability and award criteria are described and explained.

Annex

An appendix to one of the Tender Documents. Annexes will form an integral part of the Tender Documents

Combination

A partnership of entrepreneurs set up for purposes of providing the supplies and/or services requested in this tender procedure. A Combination submit one joint Tender.

Combination Member

The legal entity or private individual participating in a Combination.

Services

The work to be performed by the Contractor, based on the Government Contract to be concluded for services on behalf of the Client, in the field of the requested services in the relevant lots.

Service Agreement

Written Agreement between the Client and the Contractor for the provision of Services, as indicated in the Descriptive Document, including Appendices.



Requirements

The regulations and requirements set in respect of the requested supplies and/or services. A Tender not meeting a Requirement will be invalid.

Candidate

The company (or Combination thereof) that is interested in submitting a Tender based on this Descriptive Document.

Eligibility Requirements

The requirements against which the Tenderer's eligibility to perform the contract will be assessed. A Tender not meeting an Eligibility Requirement will be invalid.

Proportionality Guide (PG)

The guideline as published in Government Gazette 2013, 3075, which gives substance to the proportionality principle as referred to in Articles 1.10(3), 1.13(3) and 1.16(3) of the PPA 2012, and as revised on 1 April 2016. (Government Gazette 2016, no. 32830).

Award criteria

The award criterion used by the Contracting Authority is the Best Value for money (BPKV). BPKV was previously called the Most Economically Advantageous Tender (MEAT or EMVI).

Tenderer

The entrepreneur who has submitted a tender for this tender.

Tender

The proposal submitted by the Tenderer for purposes of this tender procedure.

Information Memorandum

Document answering questions from Tenderers and/or clarifications of the Descriptive Document, of applicable, the Compulsory Forms for Completion, or any other Tender Documents. The Information Memorandum will form an integral and binding part of this tender procedure.

Order

Providing Nuclear Advisory Services in the fields of Inspections, Assessments and Information Gathering and Development Advice.'

Client

The Kingdom of the Netherlands, represented by the Ministry of Infrastructure and Water Management (on behalf of the Authority for Nuclear Safety and Radiation Protection) entering into an Agreement with the Contractor in the context of the Tender procedure.

Contractor(s)

The winning Tenderer(s) who will enter into a (subsequent) agreement with the Client in the context of this Contract.

Agreement

A multilateral legal act whereby one or more parties enter into an obligation towards one or more others.



Public (Sector) Contract / Government Contract for Services

Written agreement for consideration concluded between one or more economic operators and one or more contracting authorities and relating to the execution of works, the supply of products or the provision of services within the meaning of the Directive.

Sub-award Criteria

The award criterion worked out in further detail. The criteria determining which Tender is deemed the Best Value for money Tender.

Technical Support Organisation (TSO)

The TSO is the party with whom the Agreement will be concluded for the provision of Nuclear Advisory Services and with which a Technical Work Program (TWP) is coordinated.

Grounds for Exclusion

The grounds for exclusion form participation as set forth in Articles 2.86 and 2.87 of the PPA 2012 also listed in part III of the ESPD.

European Single Procurement Document (ESPD)

In the European Single Procurement Document, as adopted by the Dutch Ministry of Economic Affairs and Climate Policy, Tenderers are to indicate that they satisfy the conditions set in respect of Grounds for Exclusion and Eligibility Requirements. In order to limit the administrative burden, the Contracting Authority may request the evidence from the winning Tenderer or Tenderers in the verification phase.

Compulsory Forms for Completion

An Annex to the Descriptive Document in which the conditions and requirements are to be accepted and questions are to be answered. The Compulsory Forms for Completion also include questions related to the Tenderer.

Conditions

The general terms and conditions governing the Agreement, namely the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018)

Waiting room agreement

Written agreement between the Client and the Contractor that is entered into with the first rejected Tenderer (and subsequently with the 2nd, 3rd, etc.) in this European Tender, in which the terms and conditions are arranged with regard to this so-called waiting room construction. This Contractor takes place in the 'waiting room'.



1. Introduction

Before you is the Descriptive Document for the Public European tender Procedure pertaining to Nuclear Advisory Services for the Authority Nuclear Safety and Radiation Protection (ANVS). This European tendering procedure is carried out by the Ministry of Infrastructure and Water Management (I&W) on behalf of the ANVS.

This tendering procedure is a Public Service Contract in which a Service Agreement will be used to set out the terms, conditions and agreements.

We wish to point out to the Candidate that it must carefully read the provisions of this Descriptive Document and Appendices and submit a Tender accordingly. This is important for proper completion of the tendering procedure. If there are any ambiguities and/or the Candidate has questions regarding specific Requirements, the Candidate may submit questions via the Questionnaire (see also Section 4.5.1). The Contracting Authority wishes the Candidate every success in preparing its Tender.

1.1 Purpose and tender procedure

The scope of this contract is well above the European threshold amount for Government Contracts for Services. This means that one or more parties will be sought through a European tender. Given the type of contract/service, the character of the market, and the number of potential Tenderers, it has been opted to use the European Public Tender Procedure. This means that interested parties can submit Tenders in response to the Descriptive Document (incl. Appendices) and may compete for the award of the Public (Sector) Contract.

Tenderers should realize that their proposal is one-off and final upon submission of the Tender. The European Public Tender Procedure does not offer room for negotiation meetings.

In addition to the public procedure, part of the Services will have to continue to be done by the current contracting party, due to the complexity, exclusive rights, technical reasons and high investment costs in the analysis simulator KCB. For this part of the Services, which are currently still under the current Framework Agreement with the Technical Support Organisation (TSO), a special procedure (exception to the application of the public and the restricted procedure) was followed, the negotiated procedure without prior publication (Article 2.32 Public Procurement Act 2012). On May 26, 2021, the announcement of the awarded contract was sent via TenderNed (with reference 306064 and publication number **2021/S 103-272026**).

ANVS wants to ensure the continuity of business operations at a high level in the future by contracting one or more supplier(s) for Nuclear Advisory Services. An additional objective is to meet the legitimacy of the procurement requirement and to pursue efficiency (best value for (taxpayers)money) by soliciting this Public (Sector) Contract in competition.



1.2 Division into Lots and estimated contract value

The Contracting Authority's objective is to conclude a Service Agreement. The Assignment is subdivided into the three lots below, whereby one supplier will be contracted for each lot. Suppliers may tender for multiple lots. This means that suppliers can be awarded several lots, with the important point of attention being that independence, as described in Section 3.4, is safeguarded.

Lot 1	Assessments
Estimated order value approx.	€ 1.000.000,- per year
Lot 2	Inspections
Estimated order value approx.	€ 350.000,- per year
Lot 3	Gathering information and advice for developments
Estimated order value approx.	€ 200.000,- per year

The amounts stated above (ex. VAT) are indicative only. The Tenderers cannot derive any rights and/or obligations from these amounts. The present Tender Document describes the ANVS's requirements for each lot in detail.

1.3 Form and duration of the agreement

It is attempted to start the Public Service Contract on January 1, 2022.

This tender will put a Public Contract in the market. A Public Contract is aimed at the direct award of contracts for the supply of a product or service. The purchase of goods, services or works is hereby required, whereby tender documents must show that contracts are granted in advance under this agreement.

A Service Agreement is used in this procurement process. Government-wide general purchasing conditions have been established, General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI). The ARVODI provides a uniform set of general terms and conditions for Service Agreements between the State of the Netherlands (all ministries and departments thereof) and third parties.

Current laws and regulations stipulate that a Framework Agreement may not exceed four years. The purpose of this regulation is to prevent a Framework Agreement from closing the market for too long a period. However, a Public Contract does not have this restriction, which means that a contract with a longer duration can be concluded. The ARVODI allows for the conclusion of a contract of five (5) years, with the possibility of extension once for a maximum of three (3) years and once for a maximum of two (2) years. No later than six months before the expiry of the contract period, a decision will be taken by ANVS, based on an evaluation, regarding the exercise of the extension option. The Client and the Contractor must unanimously agree to exercise the extension option. This agreement also implies that if parties do not agree to extend, the Client will oblige the Contractor to extend the Service Agreement for a short(er) period (3 to 6



months). This is with the aim of not being without a contracting party during the (re)tendering process.

There will be demand driven and individual level Services delivered. Demand will be generated in an ad hoc but continuous manner. A Technical Work Program (TWP) is drawn up for each year, in which 70-80% of that year's need is determined in various components. The value of this can vary from year to year. Other percentage is additional and variable, based on ad hoc demand in the current year. A need is established by the Contracting Authority on a semi-annual basis. In addition, fixed times are set for evaluation and adjustment.

Tenderers own (purchase) terms and conditions will not be accepted and if Tenderer declares its own (purchase/sales) terms and conditions applicable, this will result in the Tender being set aside.

1.4 Award Criterion

Tenders will be assessed based on the Award Criterion of best value for money (BPKV) and will therefore focus on the price/quality ratio offered. With BPKV, formerly known as the Economic Most Advantageous Tender (EMVI), other criteria besides price can be taken into account. The Tenders will be assessed on a number of Award Criteria and Sub-award Criteria, which are discussed in more detail in Section 6.3.

1.5 Contacts

The contacts for this tender procedure will be:

Primary Contact	Deputy Contact
Mr. Paul Peek	Miss Dzenaida Husarić
Senior Procurement Adviser	Procurement Adviser / Trainee
paul.peek@minienw.nl	dzenaida.husaric@minienw.nl

All communication and the submission of documents in respect of this published tender procedure will run exclusively through TenderNed. Tenders received by email will be deemed not to have been submitted.



2. Description of the Organisation

2.1 Ministry of Infrastructure and Water Management (I&W)

The Ministry of Infrastructure and Water Management (I&W) is committed to quality of life and accessibility, with free flow in a well laid out, clean and safe environment. The ministry works on powerful connections by road, rail, water and air, provides protection against flooding, and promotes the quality of air and water. To make the Netherlands an accessible and safe country with a good quality of life. That is what I&W is working on.

For further information about IenW, please refer to the website <http://fwww.rijksoverheid.nl/ministeries/ienw>.

2.2 The Authority for Nuclear Safety and Radiation Protection (ANVS)

The ANVS ensures that nuclear safety and radiation protection in the Netherlands meet the highest requirements. The ANVS draws up rules for this, grants permits and registrations, monitors compliance with these and can take enforcement action. The formation of the ANVS in 2015 has brought together the knowledge and expertise needed to perform these tasks. The ANVS became an independent administrative body (ZBO) on 1 August 2017. This allows decisions to be made independently. The ANVS falls under the responsibility of the Minister of Infrastructure and Water Management.

The most important principle that the ANVS uses is 'continuously safer'. The ANVS ensures that nuclear installations and companies that work with ionizing radiation comply with the most recent (inter)national legislation and regulations, both in terms of safety and security. This also applies to the transport of nuclear and radioactive materials. The primary responsibility for controlling safety risks rests with the licensee. When safety standards are not applied correctly, the ANVS takes measures. The ANVS ensures that those responsible/license holders implement any improvements as quickly as possible. In order to keep nuclear safety and radiation protection as optimal as possible, the Netherlands is affiliated with national and international organizations and is aware of current developments.

Working areas of the ANVS

The ANVS has five working areas:

1. Nuclear safety
2. Radiation protection
3. Crisis Preparation and Response to Radiation Incidents and Nuclear Accidents
4. Security and safeguards (compliance with non-proliferation obligations)
5. Policies, legislation and regulations.

Nuclear Safety

In the field of nuclear safety, the ANVS works to ensure that the operation of nuclear facilities is governed by appropriate conditions and that licensees abide by those conditions. The ultimate aim of the ANVS's activities in this area is to realise the best possible protection for workers, local residents and the environment against the risks associated with nuclear facilities. Such facilities are used for nuclear power generation, for research, for the production of isotopes for medical and industrial applications, for the enrichment or storage of fissionable materials and for the collection, processing and storage of radioactive waste. In order to demonstrate that their facilities are safe, operators are obliged to produce and maintain detailed safety analyses. The ANVS



reviews operators' analyses in the light of the latest national and international insights regarding nuclear safety and environmental protection.

Radiation Protection

The aim of the ANVS's radiation protection activities is to make sure that humans and the environment receive the best possible protection against the potentially harmful effects of exposure to ionising radiation. In pursuit of that aim, the ANVS works closely with various other organisations, including the Ministry of Health, Welfare and Sport and the Ministry of Social Affairs and Employment, which are involved in protecting patients and workers respectively. Exposure to ionising radiation (popularly known as 'radiation') can result from the use of X-rays and radioactive materials in medical research or treatment. Radiation can also come from radioactive materials and/or fissionable materials used in industry and in research. Relevant activities include the production of medical isotopes for health care, the shipment of radioactive materials and fissionable materials and the processing of radioactive waste. There are natural sources of ionising radiation as well, such as the radioactive elements radon and thoron. During the licensing process, the ANVS checks for compliance with the basic principles of radiation protection. These basic principles are justification, optimisation and dose limits. Here, checks are made to determine whether the advantages outweigh the disadvantages, or whether the best possible protection is achieved at a reasonable cost and effort, and that the dose limits are not exceeded. On inspection, an assessment can then be made to determine whether these principles have actually been adhered to, as specified in the licence.

Security and safeguards

The ANVS oversees the security of nuclear facilities and radioactive materials. The task involves combating the sabotage of processes and the theft of information, materials and equipment at nuclear facilities, as well as during the shipment and use of radioactive materials. There is a major focus on the potential impact of cybercrime. In the field of safeguards, the ANVS checks to ensure that nuclear energy, nuclear materials and associated information are not being used for non-peaceful purposes. In that context, the International Atomic Energy Agency and Euratom play important roles in terms of oversight and control. Together with various ministries, the ANVS is involved in defining, establishing and enforcing measures to secure nuclear materials and information. Various national and international agreements are in place to prevent the proliferation of certain types of nuclear material and knowledge that could be used for non-peaceful purposes.

Tasks ANVS

The ANVS performs the following tasks in the areas of work:

- **Policy and legislation and regulations**

The ANVS advises on the development of policy, legislation and regulations and adopts implementing regulations.

- **Licensing**

The ANVS oversees and assesses licensing procedures. Providing the applicant meets all applicable legislation and regulations, and then the ANVS will issue a licence for the purpose in question. This could involve the use of radiation-emitting equipment, the shipment of radioactive waste, or the establishment or modification of nuclear facilities. The ANVS is also responsible for recording notifications concerning supervised practices. In addition, the ANVS registers and accredits health physicists and radiation practitioners.



- **Review and assessment**

The ANVS assesses technically the safety of nuclear installations and the measures for protection against radiation.

- **Supervision and enforcement**

The ANVS supervises the use of radiation-emitting equipment, the shipment of radioactive materials, the operation of nuclear facilities and conformity with security and safeguard requirements. In appropriate cases, it intervenes to enforce compliance.

- **Emergency response**

The ANVS manages the nationwide advisory network that provides a situation sketch of radiation safety accidents, and advises on any action that may be required. In the context of emergency preparedness, the ANVS draws up plans and coordinates with the Security Regions, neighbouring countries and other partners. Exercises are regularly held and a round-the-clock standby service is provided.

- **Communication and information**

The ANVS communicates transparently, proactively and factually with the public, the Security Regions, local authorities, the business community and the media. It provides information about matters such as licensing procedures, legislation and regulations, and abnormal events in the operation of nuclear facilities. The ANVS monitors the physical environment to meet, as effectively as possible, the information requirements of stakeholders and others with an interest in nuclear safety and radiation protection. The ANVS meets this need by using the website (www.anvs.nl) as an important means of communication.

- **(Inter)National cooperation**

The ANVS works together with various national and international governments and institutions. Dutch efforts at an international level are aimed at active participation in initiatives that improve radiation protection and nuclear safety worldwide.

Cooperation

The ANVS works together with various national and international governments and institutions.

The ANVS provides information in the field of nuclear safety and radiation protection and informs the public and local authorities. There is close cooperation with the Security Regions that play a role in crisis preparation and response in the event of a radiation incident.

In addition to the Authority for Nuclear Safety and Radiation Protection, the Ministers of Infrastructure and Water Management, of Social Affairs and Employment, of Health, Welfare and Sport, and of Defense, and the associated inspectorates (the Human Environment and Transport Inspectorate, Social Affairs and Employment, Health Care and Youth Inspectorate and Military Health Care Inspectorate) involved as party to the Cooperation Agreement. In addition, the State Supervision of Mines and the Dutch Food and Consumer Product Safety Authority are also parties to this agreement.

The aim of the Cooperation Agreement is to jointly promote safety when using radioactivity and ionizing radiation and is aimed at adequate radiation protection for the environment, the population, employees and patients in the Netherlands.

The National Institute for Public Health and the Environment (RIVM)

The National Institute for Public Health and the Environment (RIVM) carries out a number of tasks of the ANVS. For example, RIVM coordinates part of the crisis response organization and performs specific tasks in the field of radiation protection, such as advising on radiation incidents, performing measurements (in the radiation laboratory) and policy research and support.



International cooperation

The fields of activity have a strong international dimension. Dutch efforts at an international level are aimed at active participation in initiatives that improve radiation protection and nuclear safety worldwide. The Netherlands has ratified various international treaties. Obligations from IAEA conventions and EU regulations are systematically introduced into Dutch law. The ANVS is in line with internationally accepted principles, recommendations, practices and agreements as much as possible. Cooperation agreements have been concluded with neighboring countries. The ANVS collaborates in various international organizations such as the IAEA, Euratom (ENSREG), OECD-NEA and informal bodies such as WENRA and HERCA.



3. Description of the Contract

3.1 Subject

In 1992, a first Framework Agreement for Nuclear Advisory Services in the field of inspection and licensing was concluded for an indefinite period by one of ANVS's legal predecessors. For each year, a TWP is drawn up, in which 70-80% of that year's needs are determined in various components. This TWP has been determined until December 2021, the new Public Contract will be effective January 1, 2022.

The tender is divided into the following three lots:

- Lot 1 Assessments
- Lot 2 Inspections
- Lot 3 Gathering information and advice for developments

Tenderers are permitted to tender for all three lots, with the important consideration that independence, as described in Section 3.4, is safeguarded. Please note that each lot has its own specific requirements, wishes and other provisions. Be aware of this and carefully assess whether you comply with the requirements and wishes in the relevant lot before you register. The requested services for each lot are described in more detail in Section 3.3.

3.2 Reason

In 1992 the Ministry of Social Affairs and Employment and the Nuclear Physics Service (KFD) concluded a Framework Agreement for Nuclear Advisory Services in the field of consultancy for (i) Licensing and (ii) Inspection & Supervision. ANVS has expressed the need to re-introduce this indefinite agreement into the market.

3.3 Needs determination

The substance of the requested services is described in more detail in the following three sections.

3.3.1 Lot 1 Assessments

The first lot includes expertise and support in reviews of documents and analyses in specific subject areas. It involves subject matter advice and support in the assessment of documentation and analyses, both in the context of licensing and supervision.

The assessment framework concerns relevant national and international legislation and regulations, international frameworks such as IAEA Safety Standards, relevant (nuclear) norms and standards and the current state of the art. The TSO may be asked to give advice on specific parts of the assessment, to carry out an independent (partial) assessment and to report on it to the ANVS, or may be asked to observe an assessment by the ANVS as a second, independent pair of eyes. The form of the report will be agreed upon per activity and can vary from a short conversation, bullet points in a presentation, a summary of findings, a short memo, up to an assessment report. In all cases, the result is an advice, expert opinion or information addressed to the ANVS. The ANVS remains at all times responsible for the formation of the judgement (partly based on the



information provided by the TSO) and communication to the author of the assessed documents or analyses.

Subject areas cover the full width of what can be addressed at a nuclear facility (probabilistic and deterministic safety analyses, strength calculations of civil structures, seismic analyses, ventilation system design, shielding calculations, I&C, thermohydraulics analyses, core calculations, ageing analyses, fire safety analyses, etc.). In these areas of expertise, the TSO is also asked to bring experience to bear on what is the current standard internationally, both in regulations and in practice.

In the context of some assessments, the ANVS may decide that it is desirable to have independent calculations performed by the TSO for a number of safety analyses for an installation. This includes both the development of the analysis model (modeling of the relevant parts of the installation for those safety analyses by the TSO in appropriate software), and the performance of the analyses and reporting of the results to the ANVS in a comprehensible manner.

3.3.2 Lot 2 Inspections

The second lot concerns support in the preparation and/or execution of inspections. Here, operational expertise and practical experience with inspection work is particularly important, in order to be able to contribute to the inspection as a subject matter expert in a more practical way. Practical experience with the relevant specialist inspections is necessary here.

Examples in this regard may include:

- Performing on-site inspections during the construction of a plant on the realization of civil engineering parts. This requires practical knowledge of building reinforced concrete structures.
- Attending and assessing FATs (Factory Acceptance Test) of components intended for a nuclear facility. This requires practical knowledge of the relevant manufacturing and testing methods.
- Technical content input before or during inspections of robustness enhancing measures, such as earthquake proofing of facilities and pipe suspensions.

In addition to contributing specialist knowledge and expertise to the inspection, which the ANVS does not have or is unable, to provide adequately, the TSO is also used here to act as a flexible shell and to take tasks off the hands of the ANVS inspectors. This involves consultancy services in the preparation and organization of supervision during the construction and commissioning phases as well as support in the implementation of this supervision. This always involves supporting the ANVS inspector. Full outsourcing of inspections is not in the scope (see section 3.3).

An example in this context could be the inspection of a design and production process of a component or system intended for a nuclear installation. This requires relevant knowledge and experience in the field of ensuring design and production quality of more complex components/systems. Another example is the preparation of an inspection to determine the physical independence of redundant systems. Studying Process instrumentation Diagrams (PIDs) and 3D drawings to identify potential constraints helps the inspector give the inspection risk-driven focus.

Finally, the lot includes tasks related to collecting and interpreting information on international practices or developments in regulations or practices in the field of



inspections and testing. An example of this could be preparing an overview of the legal framework of designation of inspection bodies and scope of their activities in a number of other European countries.

3.3.3 Lot 3 Gathering information and advice for developments

The third lot contains components of a more developmental and future-oriented nature and do not result directly from current work in the area of licensing or supervision. The third lot includes orders from the ANVS to collect information on the international state of or developments in technology or regulations for specific subjects, including a possible comparison. Here, by order of ANVS, advice will be requested regarding the impact of new techniques or specific parts of new regulations. This lot also includes collecting information on how other regulators operate, improve and manage risks, as input for the ANVS's 'Regulators Experience Feedback' (REF).

Examples of the above are:

- Prepare overview of safety-relevant events in the past year in nuclear reactors similar to KCB and lessons learned from them.
- Gather information on robustness-enhancing measures against external influences that have been taken and/or investigated internationally.

3.4 Points of attention

There are a number of points for attention and preconditions with which this public tender will have to comply. Below is a list (not exhaustive):

- Regarding licensing PALLAS: the licensing process for establishment is completed with existing party GRS.
- The knowledge of nuclear power plants is very specific. For example, each nuclear power plant is unique and there are different (geographically determined) blueprints. Thus, the knowledge of these reactors is very much placed in a niche, and not easily shared between them. Advice on a modification requires a consulting firm with deep knowledge of the plants or a plan to get that knowledge up to speed.
- Due to political developments nationally and internationally, the world around nuclear power is very turbulent. A Tenderer must be able to withstand and respond to this.
- The new Pallas reactor is now in the licensing phase. This reactor will enter the construction phase around 2023 (subject to change). This new situation calls for a different type of supervision. A party is being sought that can focus on civil engineering. The process, engineering and construction inspections also require a new kind of knowledge.
- The Borssele nuclear power plant (KCB) is now scheduled to be open until 2033. However, political developments may lead to this opening being extended, which would query a long term operation project.
- Support in the context of security is not within the scope of the Tender.
- A party that also works or wants to work as a designated inspection body within the framework of, for example, the Nuclear Pressure Equipment Regulations, must ensure that its work as an inspection body is independent of any other work as, for example, an advisor to the ANVS.



- The Contracting Authority is periodically reviewed during international missions by, among others, the IAEA (for example IRRS, ARTEMIS and EPREV missions). This may include the need to ask questions or to conduct an audit at the supporting TSOs, both with regard to substantive quality and expertise and with regard to handling confidential information. The Tenderer is expected to cooperate with this.

Much of the above advisory work cannot always be planned for the ANVS, as the ANVS is dependent on when documents are submitted by an applicant or licensee. In addition, unexpected events can lead to a sudden need for specific knowledge at short notice. The ANVS therefore needs parties that are flexible enough to provide expertise at short notice as well.

3.5 Special provisions assignment

In principle, the Client will first contact the contracted Contractor for the relevant lot. In the event that the Contractors' offers do not meet the requirements set, or if the offers are otherwise inadequate (e.g. due to a lack of knowledge and expertise), the Client will be entitled to approach other market parties to submit an offer.

In addition, the Client reserves the right to deviate from this procedure in incidental cases, such as a possible conflict of interest and/or strictly confidential or secret assignments.

The following are in any case excluded from the work to be performed:

- Services related to the analysis simulator KCB (see also section 3.6);
- Full outsourcing of inspections.

3.6 Simulator Nuclear reactor Borssele

The analyses for the Borssele nuclear reactor (KCB), which are performed with the already existing ANVS analysis simulator by the current TSO, are beyond the scope of this Tender. The ANVS- simulator that is currently used for the verification of the safety analyses of the Borssele nuclear reactor are on an internal server. The ANVS-simulator has been developed and is maintained by the current TSO and can in fact only be operated in cooperation with specialists from this TSO. Given the highly specialized nature of this ANVS-simulator, the complexity of its use and the very high cost of having to redevelop such a system, it is excluded from this Tender on the basis of Article 2.32, sub b of the 2012 Procurement Act. The strong dependence of the ANVS in this technical niche means that the contract can be awarded directly (1-to-1) to the current market party GRS.

3.7 Policy principles

The Contracting Authority complies with the Central Government's policy on sustainability and corporate social responsibility. It considers it important that service providers and suppliers take account of the environment and social aspects in their business operations. The Contracting Authority will therefore apply these conditions if the contract permits and if sustainability gains can actually be achieved or social return can (effectively) be applied to the contract in question.

In the case of consultancy services in the field of nuclear safety and radiation protection, the Client is of the opinion that the application possibilities of sustainability aspects are



very limited or non-existent and that there are no (sufficient) sustainability gains to be made in the context of the present contract. The same applies to social return.

3.8 Variations

Submission of variations in respect of this contract will not be permitted.

3.9 Change in scope

The Contracting Authority operates in a rapidly changing and complex political field. As a result of the economic situation and the political targets, a change in the organization, and thus a change in the requirements, cannot be ruled out during the term of the Service Agreement. The need can also fluctuate strongly during the contract period (particularly within lots 1 and 2) as a result of external developments (e.g. within the energy transition – see for example the climate agreement <https://www.klimaatakkoord.nl/elektriciteit/vraag-en-antwoord/is-kernenergie-aan-de-orde-gekomen-in-de-onderhandelingen-over-het-klimaatakkoord>).

If new (or expanded) tasks and/or fields of work are added for the Client, this may also be part of the Service Agreement. The Client will then indicate whether, and in which lot, the new tasks/fields can best be accommodated. The conditions and the maximum hourly rates, as included in the Service Agreement, will then apply accordingly to this change in scope.



4. Tender Procedure

This Tender Procedure is pursued subject to the European Directive 2014/24/EU¹, as implemented in the Public Procurement Act 2012.

This Tender Procedure commenced with the announcement of the contract and the posting of this Descriptive Document on TenderNed and Tender European Daily.

4.1 Public Tender Procedure

4.1.1 Formal Requirements:

The Application must be complete and must fulfil what the Contracting Authority has asked for. The following conditions apply to the Application:

- You apply by the deadline.
- You supply all the information requested. In the table "Complete and upload on TenderNed with Application" at the beginning of this document you will find all the parts that the Application must contain.
- You use the formats that you find in these Award Guidelines and the Annexes. Do not change or modify the texts on these forms.
- You use TenderNed for submitting your Application.
- You must submit digital documents in PDF format (with the exception of the Sub-award criteria).
- You do not attach any conditions to your Application.
- Variants will not be accepted.
- The Application must be legally signed, i.e. by someone who has sufficient authority to do so. An extract from the commercial register or authorized signed power of attorney must clearly indicate that the person signing has sufficient authority to legally sign the Application.
- The period of validity of your Application is 90 days counting from the closing date of the Application procedure. When an Applicant who has not received the assignment brings interlocutory proceedings, we will extend the period of validity by 45 days.
- You ensure that all communications concerning and about your Application are conducted in Dutch or English. Additionally, for the duration of the Service Agreement you will continue to communicate in Dutch or English.
- **Your registration must be submitted in the Dutch language.**
No costs may be charged to the Contracting Authority in connection with compiling or submitting an Application, or the preparatory activities.
- By submitting an Application, you explicitly agree to the conditions and Requirements set in the present Tendering Documents.

In case your Application does not fulfil the formal requirements, the Contracting Authority can decide to discard/set aside your Application.

¹ Guideline 2014/24/EU <https://eur-lex.europa.eu/legal-content/NL/TXT/?uri=celex%3A32014L0024>



4.2 Schedule

The table below shows the planning of the Tender Procedure. The schedule is indicative and Tenderers cannot derive any rights from it. The Contracting Authority reserves the right to adjust the schedule.

Activity	Date
Publication of Descriptive Document through TenderNed	July 13, 2021
Submission of questions (first round) until no later than	August 20, 2021, 12:00 a.m.
Send of Information Memorandum no. 1 through TenderNed	August 30, 2021
Submission of questions (second round) until no later than	September 3, 2021, 12:00 a.m.
Send of Information Memorandum no. 2 through TenderNed	September 10, 2021
Deadline for submission of Tenders, no later than	September 23, 2021, 12:00 a.m. (GTM+1, local The Hague time)
Announcement of 'Intention to award'	October 22, 2021
Suspensive period (20 calendar days), until no later than	November 11, 2021
Final award, no sooner than	November 12, 2021
Implementation agreement/transition period	From November 22, 2021
Probable effective date of agreement	January 1, 2022

4.3 Partnership

Registration in cooperation with other Tenderers is possible in either of two ways:

- A. As a Combinaton, in which each participant in the Combination accepts joint and several liability for full and proper performance of all the obligations vis-à-vis the Contracting Authority ensuing from the Tender Procedure, the (Framework) Agreement and any subsequent agreements.
 - a. The lead of the Combination, who can act as the authorised representative vis-à-vis the Contracting Authority (the Lead Contractor), must be designated.
 - b. In the event of registration as a Combination, each individual participant in the Combination must submit the ESPD.
 - c. For financial data/minimum turnover/reference, the data of the individual participants in the Combination may be involved in the calculation of the total business turnover and description of the references.
- B. In a main contractor/subcontractor structure, in which the main contractor will act as the contracting party and will be jointly and severally liable for performance of all the obligations, as well as for those obligations that are subcontracted. The Tenderer must indicate what part it will subcontract, and will be required to provide the contact details of the subcontractor.



The Contracting Authority will be authorised to exclude the Tenderer in the event of changes to the composition of the partnership during the Tender Procedure (after submission of the Tender and before entering into the Agreement) without the prior written consent of the Contracting Authority.

Any changes by the Contractor to the composition of the partnership during the term of the Agreement/Subsequent Agreement will require the prior written consent of the Client.

Companies may tender independently, i.e. as an individual company **or** in a partnership with one or more companies. A partnership will be deemed one single Tenderer. A company may only tender **once for each lot**, either in a Combination or a main contractor/subcontractor structure or otherwise.

If a company tenders for a lot both independently and as a member of a Combination and/or as a main contractor, the Contracting Authority will only assess the Tender submitted by the partnership. In such event, the independent Tender will be excluded from the Tender Procedure.

A company that has tendered either independently or as a member of a partnership cannot also tender for the same lot as a subcontractor for another tenderer. Should this still occur, the Contracting Authority would only assess the Tender submitted by the other tenderer with whom a tender has been submitted as a subcontractor. In such event, the Tender submitted independently or in a partnership will then be disregarded.

4.4 Intra-group relations

In principle, only one legal entity may tender for a group. More legal entities in a group may, however, jointly tender by way of a Combination. A group is understood as a legal entity, together with its subsidiaries within the meaning of Article 24a of Book 2 of the Dutch Civil Code.

In the event of acts contrary to the foregoing, only the first Tender received by the Contracting Authority will be assessed. If it cannot be determined which registration was received first, the decision will be made by drawing lots.

4.5 Procedural regulations and requirements for the Tender

4.5.1 Information

The contact person for this Tender Procedure must receive any questions about this Tender Procedure or substantiated textual suggestions in respect to the Agreement no later than the date mentioned in the schedule (paragraph 4.2). The questions and text suggestions must be submitted via TenderNed using the questionnaire (see [appendix 2: Question form](#)).

The Contracting Authority reserves the right not to adopt any textual suggestions, or to adopt them subject to change, in the Agreement. Any textual suggestions, which, in the opinion of the Contracting Authority, constitute a material change, will not be accepted.

Any questions or textual suggestions not received on time (see planning) by the contact or submitted other than in accordance with the relevant provisions will not be accepted.



For purposes of implementation of the principle of equality, all questions submitted, answers and possible clarifications will be published on TenderNed, in anonymized form in an Information Memorandum, no later than the date/time stated in the planning. In the Information Memorandum, the Contracting Authority will also communicate if and, if so, what changes have been implemented in the Agreement. After this phase, the wording of the Agreement will be fixed.

The Information Memorandum (part 1 and part 2) will form an integral part of this Descriptive Document and will prevail over this Descriptive Document in the event of conflict. The answers from the Information Memorandum 2 prevail over the answers from the Information Memorandum 1.

4.5.2 Procedure for submission of the Tender

The Tender, including the (signed) attachments in PDF format, must be submitted electronically and on time, i.e. at the latest on the date indicated in the schedule under paragraph 4.2, exclusively via TenderNed.

Potential Tenderers that experience technical problems in TenderNed (for example are unable to log on or to submit their Tender or upload documents) may contact the TenderNed servicedesk, which can be reached on workdays (between 8.30 am and 5 pm). The Tenderer will find information about this on the following site: <https://www.tenderned.nl/cms/contact>.

Any delays due to, e.g., the Potential Tenderer's internet connection will be at the expense and risk of the Potential Tenderer.

In the event of a general malfunction of TenderNed, the Contracting Authority reserves the right to postpone the deadline for submission of the Tenders. The Contracting Authority is, however, not liable for any malfunctions at TenderNed.

Note: Your Tender will not be valid until the transaction code has been entered in TenderNed. That will post the Tender in the safe. If necessary, you may withdraw and change the Tender - until the time of closure of the Tender safe. The Tenderer will receive a confirmation of submission of the Tender.

4.5.3 Tender Closing date

The closing date stated (see schedule, paragraph 4.2) is a firm deadline. Any Tenders received late will not be accepted. The Tenderer will bear the risk of non-punctual or non-complete receipt of the Tender, for any reason whatsoever.

4.5.4 Opening of Tenders

As soon as possible after the closing date, the digital safe in TenderNed containing the Tenders received will be electronically opened. All Tenderers will automatically receive a message, by way of an official report of opening, that the digital safe containing the Tenders has been opened in TenderNed.

4.5.5 Structure of the Tender

The Tender must be structured as follows:



Table of Contents		Annex
1.	Tender letter (form-free) incl. an extract from the Trade Register (Chamber of Commerce)	None
2.	European Single Procurement Document (ESPD)	Annex 6 ESPD
3.	Compulsory Forms for Completion	Annex 1
	1. Information Tenderer 1.1. Information Holding 1.1.1. Liability Statement 1.2. Statement Legal Ties	Annex 1
	2. Cooperation with other companies 2.1. Combination 2.2. Subcontracting	Annex 1
	3. Approval of the Tender Procedure 3.1. Declaration of Conformity	Annex 1
	4. Grounds of Exclusion	Part III, ESPD
	5. Eligibility Requirements 5.1. Economic and financial capacity 5.1.1. Continuity 5.1.2. Liability insurance for business liability 5.1.3. Liability insurance against professional risks 5.2. Technical and/or professional competence 5.2.1. References 5.2.2. Quality Management System 5.2.3. Professional competence	Annex 1
	6. Tender document 6.1.1 Lot 1 Assessments 6.1.2 Lot 2 Inspections 6.1.3 Lot 3 Gathering Information and advice for developments	Annex 1
4.	Answer Sub-award criteria	Annex (form-free) in PDF and Word format

Any Tenders not structured in accordance with the foregoing will be declared invalid and set aside by the Contracting Authority.

Annex 1 Compulsory Forms for Completion - contains the forms and declarations described above and must be attached to the Tender as a separate document.

4.5.6 Other Conditions/ Requirements

Use of M forms for completion

The Compulsory Forms for Completion added to this Descriptive Document must be used in the Tender and may only be submitted in the original format as added. Failure to complete requested information and/or to respond to any of the forms may render the Tender invalid, with the consequence that the Tender set aside by the Contracting Authority.



Signature

The person or persons who are duly authorised to represent the organisation of the Tenderer for this Tender Procedure or have been granted power of attorney to that effect signed by a duly authorised representative of the organisation of the Tenderer must sign the Tender. In that case, the power of attorney must be added to your Registration, in addition to the extract from the Trade Register (CoC).

Term of validity

Also in view of the possibility of preliminary relief proceedings being initiated against the provisional award decision, the Tenderer's Tender must remain valid for a period of at least 120 calendar days from the Tender closing date. Furthermore, in the event that preliminary relief proceedings are initiated against the provisional award decision, the Tenderer's Tender must remain valid for a period of at least 30 calendar days from the date of the decision or withdrawal of the claim.

Communication

The Tender and any all further correspondence and communication about this European Tender Procedure, including the correspondence and communication exchanged in the course of the Agreement, must be either in the Dutch and/or in the English language. The Tenderer will be responsible for any translations at its own expense. The documents in the Dutch language will be the starting point, which means that the Dutch version of the Descriptive Document and the annexes thereto will be leading.

All communication in respect of this Tender Procedure must run exclusively through TenderNed and be directed to the contacts named. It is not permitted to contact any other employees of the Contracting Authority about this European Tender, save with the express written consent of a contact in that respect. Non-compliance with this provision may lead to exclusion.

Termination of the Tender Procedure

The Contracting Authority reserves the right temporarily or permanently to terminate all or part of the Tender Procedure and not to award the contract. In such event, Tenderers will not be entitled to any compensation of damage or reimbursement of any costs incurred for purposes of this Tender Procedure.

Entitlement to reimbursement of costs

The preparation and issue of a Tender, including possible further information to be provided, will be free of charge to the Contracting Authority. Any costs and/or damage that may arise as a result of the non-awarding of the contract (to the Tenderer) will be at the expense and risk of the Tenderer.

Further explanation

The Contracting Authority may request the Tenderer to provide a clarification and/or additional information and to verify any information provided. The Tenderer must comply with any such request within three (3) workdays. If the requested information is not provided within the term set, the Contracting Authority may decide not to accept the Tender.

Documents submitted may be refused by the Contracting Authority if, in the opinion of the Contracting Authority, they are incomplete or incorrect or have not been submitted on time.



Completeness and correctness of the Tender

It is expressly stipulated that the Tenderer itself is responsible for the completeness and correctness of its Tender. If any information provided should later prove to be incorrect and/or incomplete, the Tenderer may be excluded from further participation.

Confidentiality

The Tenderer will observe strict confidentiality in respect of any and all confidential information which is known to it or is disclosed to it by the Contracting Authority or which has been obtained in the context of the services. It will not disclose the information at its disposal to any third parties without the prior consent of the Contracting Authority. It will disclose any confidential information to its staff only to the extent necessary for purposes of submission of the Tender or performance of services within the Agreement. The Tenderer will also not use the information obtained in the context of an Order from the Contracting Authority for advice to third parties without prior written permission.

Inconsistencies, inaccuracies and/or objections

This document has been prepared with the utmost care. Should the Tenderer, nevertheless, discover any inconsistencies or inaccuracies, the Tender must notify the Contracting Authority thereof in writing, through TenderNed and for the attention of the Contact, together with the proposals for correction and an explanation, if necessary, as soon as possible, but no later than the date and time by which any written questions must be submitted (see paragraph 4.2 'Schedule').

Any objections to all or part of this document must be communicated by the Tenderer in writing, through TenderNed, as soon as possible, but in any event no later than the date and time by which the written questions must be submitted.

If it should subsequently turn out that the Tender Documents contain any inaccuracies, inconsistencies and/or defects, which have not been reported by the Tenderer, the Contracting Authority cannot be held liable in that respect.

Tenderers are expected to take a proactive attitude. This means that Tenderers cannot legally invoke any inaccuracies or inconsistencies that not raised by them within the term set above, while this would have been reasonably possible (so-called 'piggybacking' on questions posed by other Candidates). In such event, the Tenderer will have forfeited its rights in respect of any such inaccuracies or inconsistencies.

In the event that a Tenderer has, indeed, punctually reported any inaccuracies, inconsistencies and/or defects to the Contracting Authority, but the Contracting Authority has demonstrated that it was not of the opinion that there were any inaccuracies, inconsistencies and/or defects, or at least the Contracting Authority fails to make any adjustments or changes in that respect, the Tenderer will be required to take further action (such as preliminary relief proceedings), on pain of (again) forfeiture of the right to complain about any such inaccuracies, inconsistencies and/or defects in court (after submission of the Tender).

Tender subject to conditions and/or reservations

Any Tender submitted subject to conditions and/or reservations will be invalid. Any such Tender will be disqualified for assessment and be disregarded.

Copyrights

The Contracting Authority owns the copyrights in any information provided by the Contracting Authority. Save exceptions provided for in the Dutch Copyrights Act [Auteurswet], nothing in the Tender Documents and/or the information provided by the



Contracting Authority may be reproduced (other than for purposes of submission of a Tender) by way of prints, photocopies, microfilm or otherwise, without the written consent of the Contracting Authority. Nor may the Tender Documents and/or any information provided by the Contracting Authority and/or any parts and/or elements thereof be used for any commercial purposes of any nature whatsoever without the written consent of the Contracting Authority.

Changes to the Tenderer's situation

The Agreement eventually resulting from this Tender Procedure will be the result of all the information and documentation provided by the Tenderer and the Contracting Authority. The Tenderer warrants that, for the duration of the Agreement, including any renewal periods, its organisation will have the required capacities, skills and resources to meet the wishes and requirements set. Any substantial change to the Tenderer's situation relating to its ability to meet such requirements must be immediately communicated to the Contracting Authority.

Dissolution of the Agreement

The Contracting Authority will be entitled to terminate the Agreement with the Contractor with immediate effect if it follows from a court decision that the award decision was unlawful, that the Agreement is invalid, or that, for any reason whatsoever, the Contract must be put out to tender again.

Furthermore, the Contracting Authority reserves the right to dissolve the Agreement in the event of incorrect and/or incomplete information and/or inability to perform in accordance with a proposal submitted by a Tenderer.

The Tenderer cannot derive any entitlements vis-à-vis the Contracting Authority to compensation of registration fees, lost reference, lost profits or any other damage sustained or to be sustained in the context of this Tender Procedure, from any decision in respect of termination and/or dissolution as referred to above.

Applicable law and disputes

The relationship between the Contracting Authority and the Tenderer will be governed exclusively by the laws of the Netherlands. The court in The Hague will have exclusive jurisdiction to hear any disputes in respect of this Tender Procedure, without prejudice to the Tenderer's right (first) to submit a dispute to the Committee of Tender Experts. The Contracting Authority will consider whether or not a dispute will lead to suspension of the procedure.

4.6 Handling of complaints

The lodging and acceptance of a complaint will be subject to the procedures and guidelines as described in the *Annex 7 Procurement Complaints Protocol*.



5. Grounds for Exclusion and Eligibility Requirements

5.1 European Single Procurement Document

By using the ESPD in the submission phase in a public tender procedure, only the ESPD is issued for the Grounds for Exclusion and Eligibility Requirements (*annex 6*), without the Tenderers having to provide any further information (verification documents). An exception to this is the references; these may be requested per core competency. These need to be directly added to the Tender.

The intention is that **only for the winning Tenderer(s)** the necessary information from the ESPD will be verified after announcement of the intention to award and rejection of the other Tenderers. The winning Tenderer will provide the verification documents to the Contracting Authority within seven (7) calendar days of the first request. The inability to provide the verification documents on time upon receipt of a request to that effect may lead to exclusion. In the event of exclusion, the Tenderer ranking second in terms of the most economically advantageous Tender will qualify for provision of the required verification documents at the request of the Contracting Authority. And so on (number three, number four, etc.).

Pay attention:

The ESPD must be completed and signed by an authorized officer of the Tenderer.

5.2 Grounds for Exclusion

The ESPD attached to this Descriptive Document must indicate whether the Tenderer is subject to mandatory and/or optional Grounds for Exclusion. A Ground for Exclusion is a knock-out criterion. A Tender of a Tenderer will be rejected if a Ground for Exclusion applies to it and if it is not sufficiently clear from any explanation in Part III of the ESPD, why failure to comply with one or more of the Grounds for Exclusion should not lead to exclusion in accordance with the provisions of Article 2:88 of the PPA 2012.

In the event of tendering in a Combination, the entire Combination will immediately be excluded if any of the Grounds for Exclusion applies to any of the members of the Combination.

Verification document(s):

- Declaration of Conduct Procurement (GVA). See table below for explanation.
- Extract from the commercial register, which, at the time of submission of the Tender may not be older than 6 months.

The GVA is not older than 2 years at the time of submission of the Tender. The GVA is a statement from a competent authority (to be requested from the Ministry of Security and Justice, Justis Service) that an investigation into the natural or legal person concerned does not raise any objections in connection with the registration of Government contracts, special sector contracts, concession contracts for public work or contests. More specifically, it concerns one or more declarations or certificates in accordance with Article 45 of Directive 2004/18/EC of the European Parliament and of the Council.

Foreign tenderers must submit a comparable statement from the country of origin. If such a document is not issued by the country concerned, the said declaration of conduct may be replaced by a declaration made under oath by the Tenderer before a notary.



Please note: there is no urgent procedure for applying for the GVA. This means that if you do not already have a valid GVA, you must apply for it in time and do not have to wait until the intended award decision has been sent. The turnaround time is usually 4 weeks (if the applicant is a natural person) or 8 weeks (if the application is a legal person).

More information about the GVA can be found at:

<http://www.justis.nl/Producten/gedragsverklaringaanbesteden/>

5.3 Eligibility Requirements

Part IV of the ESPD states the Eligibility Requirements that are applicable to this Tender Procedure. Below is a brief summary and the *Annex 1* Compulsory Forms for Completion contains a detailed description, of these Eligibility Requirements.

By signing the ESPD and adding the ESPD to the Tender, the Tenderer declares to meet all the Eligibility Requirements set.

Failure to meet any Eligibility Requirement constitutes a knock-out criterion. Failure to meet any Eligibility Requirement will lead to exclusion. This applies to lot 1, lot 2 and lot 3.

Eligibility Requirements	
	Description
Economic and financial standing (art. 2.90, 2.91, 2.92 PPA 2012)	GE1 Continuity The Tenderer must have sufficient financial and economic capacity to carry out the Assignment properly. The Tenderer must submit the annual accounts of the past three (3) closed financial years. • The Tenderer has achieved a positive annual result (profit) on the basis of the last three closed financial years before the closing of the tender period for this tender, or a positive annual result (profit) has not been achieved in every year, but the cumulative negative results (losses) are less than the amount of equity on the balance sheet for the last financial year; • The Tenderer is not aware of any possible claims or no investments necessary during the execution of the Service Agreement that could put its company in such a position that its financial-economic standing or its continuity could be endangered; If the Tenderer's financial capacity is based on the financial and economic capacity of its parent company, the parent company must declare in writing that it accepts full liability for the performance of the Order and the Tenderer's financial capacity. Companies that are not subject to annual financial statements can suffice with an assessment or compilation report. <u>Verification document(s):</u>



Eligibility Requirements		
		- Financial statements with total turnover data for the last three available financial years; or - An assessment or compilation statement.
	GE2	Liability insurance against business risks The Tenderer has adequate liability insurance for business liability. In this regard, the Contracting Authority considers liability insurance, which covers at least a total insured sum of € 5,000,000 per year and an insured sum of € 2,500,000 per event, as adequate. <u>Verification document(s):</u> A copy of a recent, valid and relevant liability insurance policy or statement from the insurance company indicating coverage in respect of such liability. The copy of the insurance policy must not be older than twelve months from the Tender closing date.
	GE3	Liability insurance against professional risks The Tenderer has adequate liability insurance for professional liability. The Contracting Authority considers liability insurance, which covers at least a total insured sum of € 5,000,000 per year and an insured sum of € 2,500,000 per event, as adequate. <u>Verification document(s):</u> A copy of a recent, valid and relevant liability insurance policy or statement from the insurance company indicating coverage in respect of such liability. The copy of the insurance policy must not be older than twelve months from the Tender closing date.
Technical and/or professional competence (art. 2.87, 2.93, 2.94, 2.95 PPA 2012)	GE4	References Providing at least one (1) reference per requested core competency, to demonstrate compliance with this core competency. The tenderer must use the attached format (appendix 1 Compulsory Forms for Completion).
Quality standards (art. 2.96 PPA 2012)	GE5	Quality management system The Tenderer has a certified quality assurance system as referred to in Article 44, Guideline 2014/24, or a corresponding quality certificate issued by an authority that complies with the European Standard Series EN 45000 (eg NEN, ISO). A copy of the quality certificate ISO9001, or equivalent, must be added. If the Tenderer has an equivalent certified quality assurance system, based on a standard other than ISO9001, the Tenderer must provide a substantiated explanation in addition to the certificate from the certified body as referred to in Article 2.96 of the Public Procurement Act on which points and to what extent the system corresponds



Eligibility Requirements		
		and /or deviates from the applicable ISO9001 system. The certificate must be valid and not expired (at the time of submission of Enrollment and during the contract period). If the Tenderer cannot submit a quality certificate, the Tenderer must provide a description of the activities that the Tenderer develops in the field of quality assurance and assurance (for example, a table of contents of a quality manual that the Tenderer uses). If the Tenderer concerns a Combination, the quality certification must be met by all members of the Combination. <u>Verification document(s):</u> • Statement of quality management system (see appendix 1 Compulsory Forms for Completion). • A valid quality certificate(s) ISO9001 stating the year of introduction and expiration, issued by a certified body as referred to in Article 2.96 of the Public Procurement Act (if applicable), or an equivalent certificate including substantiation of agreements and/ or discrepancies, or an alternative description.
Professional competence	GE6	Professional competence The tenderer must be able to demonstrate at the time of registration that he is registered in the professional register or the trade register in accordance with the regulations of the Member State in which he is established, or must be able to provide a statement under oath or a certificate. Within the Netherlands, an extract of registration in the trade register of the Chamber of Commerce fulfills this function. <u>Item(s) to be attached:</u> • Extract from the trade register (not older than 6 months at the time of submission of the Registration). • Statement under oath or a certificate. • Power of Attorney (if necessary).

5.4 Impartiality, inside Information, and Conflict of interest

The Contracting Authority wishes to avoid any appearance of partiality, inside information and/or conflict of interest. Therefore, submission of the Tender will be deemed to constitute agreement to the following conditions:

1. A Tenderer will be excluded from participation in the contract in the situations referred to under a to d inclusive below:
 - a. If a Tenderer itself has previously performed work or provided services in preparation of the present Contract, or has otherwise directly or indirectly



- been involved in the preparation of the Contract, inside information will be assumed to exist.
- b. If any persons working within the Tenderer's company have performed any preparatory work or services as referred to under 1 above, inside information will also be assumed to exist.
 - c. If, for purposes of this Tender Procedure, the Tenderer engages any independent agents (subcontractors) and/or consultants (either natural persons or legal entities), and any of those independent agents or consultants have performed any preparatory work or services as referred to under 1 above, inside information will also be assumed to exist.
 - d. If a Tenderer is affiliated with one or more other companies, or if the Tenderer forms part of a group, all within the meaning of Articles 2:24a, 2:24b and 2:24c of the Dutch Civil Code, or similar legal structures under foreign law, and any of those companies have performed any preparatory work or services as referred to under 1 above, a conflict of interest will be assumed to exist.
2. A partnership of entrepreneurs (Combination) may be excluded from participation in the Contract if the situations referred to in Article 1 under a to d inclusive apply to any of the entrepreneurs within the partnership.
 3. If the situations referred to in Article 1 under a to d inclusive apply to any other private individual or legal entity with which the Tenderer intends to meet the Eligibility Requirements and/or the selection criteria, the Contracting Authority may decide not to accept such other natural person or legal entity, and the Tenderer may be excluded from participation in the Contract.
 4. The Contracting Authority will give the Tenderer the opportunity to refute the assumption referred to in Article 1 under a to d inclusive, to the Contracting Authority's satisfaction, and to demonstrate that fair competition is not prejudiced by the (previous) involvement of the Tenderer, or the persons working for it as referred to under b, or the independent agents or consultants to be engaged by it as referred to under c, or the other companies as referred to under d.



6. Assessment Procedure

6.1 General

For purposes of this Tender Procedure, the Contracting Authority has set up an assessment committee, which will be responsible for the award process. The assessment committee consists of several experts from the ANVS, supported by Procurement from the Ministry of Infrastructure and Water Management. The assessment committee will prepare the award advice/record for the assignment and submit it to the Client (for approval). Additional information about the assessment committee is not provided.

6.1.1 Assessment process

The assessment of the Tenders will take place in accordance with a predetermined assessment procedure:

- Opening of the (safe with) Tenders (not public).
- Check on validity, completeness, formal requirements and the other conditions and requirements set. Tenders that completely satisfy the foregoing criteria will be included in the further assessment process.
- Assessment of the Grounds for Exclusion and Suitability Requirements with due observance of the provisions of paragraph 4 and 5 of Appendix 1. Tenders that completely satisfy the foregoing criteria will be included in the further assessment process.
- Assessment of the Requirements. Tenders that completely satisfy the foregoing criteria will be included in the further assessment process.
- Assessment of the Award Criterion and the associated Sub Award Criteria. Each Tender complies to a certain extent with the stipulations in the Descriptive Document. The Tender will be assessed per Sub-award Criteria and will be awarded points for this. The total number of points scored will decide the final assessment of the Tender.

The Tenderers that have scored best on the three different lots (based on BPKV) after assessment of the Sub-award Criteria will be nominated in the award recommendation to be awarded.

6.1.2 Individual assessment of Sub-award Criteria

The evaluation of the Tenders will take place according to a predetermined evaluation procedure. Each member of the assessment committee will first assess the Tenders received individually, and individually score the compliance of the Tenders with each sub-award criterion, in accordance with the assessment method as set forth in this Descriptive Document.

The pricing will only be announced to the assessment committee and added to the assessment after the other Sub-award Criteria have been assessed, so that the Contracting Authority will not be influenced by the pricing when assessing the other Sub-award Criteria.

6.1.3 Discussion of assessment and overall score

After the individual assessment of all the Tenders, a plenary session will be held with all the assessors, in which compliance with the sub-award criteria and the score results will be evaluated. During that session, the scores given by the individual members will be



discussed, so that they can be given the opportunity to explain the scores given and to remedy any incorrect interpretations and/or errors in their assessment. The final score per Sub-award Criterion is then made on the basis of **consensus** whereby the assessment team speaks with one voice and thus arrives at one final judgment per Sub-award Criterion.

The intention to award will be sent per lot to the Tenderer that meets all requirements and if the BPKV Tender has been assessed.

The Tenderer with the best overall score will be requested to submit any evidence for verification. The Tenderers who (for the time being) do not qualify will receive a rejection letter.

6.2 Schedule of Requirements

The requirements that apply to the execution of the contract during the term of the Agreement are described in *Annex 3: Schedule of Requirements*. In appendix 1. Compulsory Forms for Completion, Section 3.1 Declaration of Conformity, and the Tenderer must indicate that he agrees with all the Requirements, conditions and stipulations set out in this tendering procedure. He must declare that he complies with all these requirements without reservation by signing this form and submitting it with his Tender.

Any Tenders that do not unconditionally meet all requirements will be discarded invalid and set aside by the Contracting Authority.

6.3 Sub-award Criteria

The following three paragraphs state the Sub-award Criteria set for the services.

Sub-award criteria have been formulated for the three lots which will be assessed. In appendices 3A through 3C, these criteria are further specified and explained for each lot. For each criterion it is indicated what is expected from the Tenderer.

6.3.1 Sub-award Criteria Lot 1

The Sub-award Criteria for Lot 1 are set forth in the table below, together with the maximum number of points to be scored on (and, thus, the weight attached to) each Sub-award Criterion, which form is to be completed and added to the Tender:

Sub-award Criteria Lot 1	Maximum number of points to be scored	Form
Quality:		
1. Case study question Assessments	300	Form-free in PDF and Word
2. Theme question Quality and objectivity	250	Form-free in PDF and Word
3. Theme question Flexibility and capacity	250	Form-free in PDF and Word
4. Price	200	Annex 1 – par. 6.1.1

For lot 1, there are a maximum of 800 points to be scored for the Quality component. The remaining maximum 200 points are to be distributed for the Price component.



6.3.2 Sub-award Criteria Lot 2

The Sub-award Criteria for lot 2 are set forth in the table below, together with the maximum number of points to be scored on (and, thus, the weight attached to) each Sub-award Criterion, which form is to be completed and added to the Tender:

Sub-award Criteria Lot 2	Maximum number of points to be scored	Form
Quality:		
1. Case study question Inspections	300	Form-free in PDF and Word
2. Theme question Quality and objectivity	250	Form-free in PDF and Word
3. Theme question Flexibility and capacity	250	Form-free in PDF and Word
4. Price	200	Annex 1 – par. 6.1.2

For lot 2, there are a maximum of 800 points to be scored for the Quality component. The remaining maximum 200 points are to be distributed for the Price component.

6.3.3 Sub-award Criteria Lot 3

The Sub-award Criteria for lot 3 are set forth in the table below, together with the maximum number of points to be scored on (and, thus, the weight attached to) each Sub-award Criterion, which form is to be completed and added to the Tender:

Sub-award Criteria Lot 3	Maximum number of points to be scored	Form
Quality:		
1. Case study question Gathering information and advice for developments	300	Form-free in PDF and Word
2. Theme question Quality and objectivity	250	Form-free in PDF and Word
3. Theme question Flexibility and capacity	250	Form-free in PDF and Word
4. Price	200	Annex 1 – par. 6.1.3

For lot 3, there are a maximum of 800 points to be scored for the Quality component. The remaining maximum 200 points are to be distributed for the Price component.

6.4 Measurement scale assessment Sub-award criteria

Valuation	Description	Score
Good	The Tenderers' answer fits well with the question: the answers and details are well described. The answer clearly offer extra benefit and are substantiated by concrete appealing (practical) examples that benefits the Client.	100% of maximum score to be obtained



Satisfactory	The Tenderer's answer is in line with the question: the answer addresses the question and goes into sufficient detail. All questions are answered satisfactory, but do not provide additional value.	70% of maximum score to be obtained
Unsatisfactory	The Tenderer's answer does not match the question formulated sufficiently: the answer did not address all questions, and/or did not go into sufficient detail, and/or did not paint a realistic picture.	40% of maximum score to be obtained
Poor	The Tenderer's answer is not in line with the question: The Tenderer provides a relevant substantive answer to the requested elements and aspects in the answer to a very limited extent, has not addressed the questions mentioned, it is not clear and clear, there is no desired level of detail, and no realistic picture has been painted.	10% of maximum score to be obtained
No (relevant) answer	The question is not answered or the answer is not relevant or does not fit the question.	0% of maximum score to be obtained

6.5 Price general provisions

Tenderer is requested to quote its hourly rate(s) by means of the tender form as included in Annex 1: Compulsory Forms for Completion.

Requirements and conditions with regard to pricing are:

- Rates are in EURO and exclusive of VAT.
- Rates are '**all-in**' (i.e. including all additional costs such as (but not limited to) travel, accommodation, administration and reconciliation costs, but also costs and project management costs). These are also the maximum rates that you may charge if you submit a Tender in the event of a specific Further Order.
- Any discounts that may be offered must be incorporated in the hourly rates submitted.

These provisions apply to all lots.

6.6 Sub-award criterion Pricing Lot 1

Maximum 200 points to be scored for pricing Lot 1.

For Lot 1, the Price section requires you to provide one (1) maximum **hourly rate** for the requested work. No distinction is made between different function levels. Practice has shown that ANVS mainly needs an expert advisor (senior level). The maximum hourly rate to be submitted by Tenderer applies to consultancy and research assignments (as indicated in section 6.5, all costs must be included in this hourly rate).



The **hourly rate** is defined as **P**. To determine the scores for the rates offered by Tenderers, linear interpolation is then used between an upper limit, being an hourly rate of €200, and a lower limit, being an hourly rate of €125.

The formula for determining the score is then:

Max. points to be obtained - (Max. points to be obtained / (200-125))*(P - 125).

Written otherwise:

$200 - (200 / (200-125))*(P - 125)$.

The minimum score is 0 points and is obtained if a Tenderer has an hourly rate of €200 or higher. The maximum score is 200 points and is obtained if a Tenderer has an hourly rate of €125 or lower.

Please use the form Tender ticket in appendix 1: Compulsory Forms for Completion.

6.7 Sub-award criterion Pricing Lot 2

Maximum 200 points to be scored for pricing Lot 2 (100 points for 1. Hourly rate inspectors and 100 points for 2. Day (partial) rate inspections).

For Lot 2, the Price section requires you to provide two (2) rates for the requested work:

1. A maximum **hourly rate** for inspectors (during regular office hours). This hourly rate is for example for overrun, but also for discussion with ANVS, document assessment in the context of inspection, etc.) (as indicated in section 6.5, all costs must be included in this hourly rate).
2. A maximum **daily (partial) rate** for on-site inspection (during regular office hours), including preparation, elaboration and travel/accommodation costs;

Please notice: Occasionally it may be necessary to carry out inspections outside regular office hours. A surcharge of 40% applies to evening and nightly rates on working days and a surcharge of 70% applies to weekend rates and public holidays.

The **hourly rate inspectors** is defined as **P¹**. To determine the scores for the rates offered by Tenderers, linear interpolation is then used between an upper limit, being an hourly rate of €200, and a lower limit, being an hourly rate of €125.

The formula for determining the score at **hourly rate P¹** is then:

Max. points to be obtained - (Max. points to be obtained / (200-125))*(P¹ - 125).

Written otherwise:

$100 - (100 / (200-125))*(P^1 - 125)$.

The minimum score is 0 points and is obtained if a Tenderer has an hourly rate of €200 or higher. The maximum score is 100 points and is obtained if a Tenderer has an hourly rate of €125 or lower.

The **daily (partial) rate inspections** is defined as **P²**. To determine the scores for the rates offered by Tenderers, linear interpolation is then used between an upper limit, being a daily (partial) rate of €850, and a lower limit, being a daily (partial) rate of €500.

The formula for determining the score at **daily (partial) rate P²** is then:

Max. points to be obtained - (Max. points to be obtained / (850-500))*(P² - 500).



Written otherwise:

$$100 - (100 / (850-500)) * (P^2 - 500).$$

The minimum score is 0 points and is obtained if a Tenderer has a daily (partial) rate of €850 or higher. The maximum score is 100 points and is obtained if a Tenderer has a daily (partial) rate of €500 or lower.

Please use the form Tender ticket in appendix 1: Compulsory Forms for Completion.

6.8 Sub-award criterion Pricing Lot 3

Maximum 200 points to be scored for pricing Lot 3.

For Lot 3, the Price section requires you to provide one (1) maximum **hourly rate** for the requested work. No distinction is made between different function levels. Practice has shown that ANVS mainly needs an expert advisor (senior level). The maximum hourly rate to be submitted by Tenderer applies to consultancy and research assignments (as indicated in section 6.5, all costs must be included in this hourly rate).

The **hourly rate** is defined as **P**. To determine the scores for the rates offered by Tenderers, linear interpolation is then used between an upper limit, being an hourly rate of €200, and a lower limit, being an hourly rate of €125.

The formula for determining the score is then:

$$\text{Max. points to be obtained} - (\text{Max. points to be obtained} / (200-125)) * (P - 125).$$

Written otherwise:

$$200 - (200 / (200-125)) * (P - 125).$$

The minimum score is 0 points and is obtained if a Tenderer has an hourly rate of €200 or higher. The maximum score is 200 points and is obtained if a Tenderer has an hourly rate of €125 or lower.

Please use the form Tender ticket in appendix 1: Compulsory Forms for Completion.

6.9 Intended winners

The Tenderers that come forward in this European tender in the assessment on the sub-award criteria as the Best Value for money Tender will be (provisionally) awarded the Contract. They will be the intended winners.

Waiting Room Agreement

The rejected parties will be asked to join the 'Waiting Room', with the objective of concluding a Waiting Room Agreement with the rejected party/parties. The first rejected party will be the first to be eligible to exchange the Waiting Room Agreement for a Service Agreement at the request of the Contracting Authority, followed by the second and third rejected parties.

Drawing of lots

If two (or more) parties still have a tie, it will be decided by lot which party will be awarded the contract. The drawing of lots will be conducted by the Contracting Authority under the supervision of the (two) parties with a tie.



6.10 Intention to award

Simultaneously with publication of the announcement of the intention to award the Contract to the winning Tenderer, the rejected Tenderers will be notified of that decision. They will receive a rejection letter stating the reason for rejection and the announcement of the intention to award the Contract to the winning Tenderer. Any interested party may request further information from the Client. In the case of the Tenderer(s) where there is a knock-out, and on this basis the Tender is set aside, only the knock-out will be explained in more detail.

Pursuant to Article 2.128 of the Public Procurement Act 2012, the announcement of the intention to award will not constitute acceptance of a proposal submitted by the winning Tenderer.

If a Tenderer does not agree to the intention to award, it must initiate preliminary relief proceedings within 20 calendar days of dispatch of the decision. This term is a firm deadline. That means that, if the Tenderer fails actually to initiate preliminary relief proceedings within 20 calendar days of dispatch of the decision, it can no longer object to that decision, either in or out of court, and a Tenderer will have forfeited its rights in that respect. In such event, the rejected Tenderers will similarly have forfeited their rights to bring any claim for damages in court proceedings (on the merits). After that, in principle, the Contract will be awarded to the winning Tenderer, and the Agreement will be entered into with that party. If preliminary relief proceedings have been initiated before the civil court within the abovementioned term, the decision in those proceedings will be awaited. That decision will then form the basis for the further decision-making process of the Contracting Authority in respect of awarding the Contract.

6.11 Final award

After the expiry of the deadline set in the paragraph 6.10, the Contracting Authority decides whether or not to award the contract. Finally, an Agreement is concluded with the awarded parties. Upon signing the Agreement, there is a final award.

If an objection is lodged against the award decision by a preliminary relief proceeding during the period laid down in paragraph 6.10, the Contracting Authority will decide whether or not to award the contract only after the period for appeal and the decision in the preliminary relief proceedings has expired.



Annexes

The following appendices are inextricably linked to this Descriptive Document and are attached separately:

- Annex 1 Compulsory Forms for Completion
- Annex 2 Questionnaire
- Annex 3 Schedule of Requirements and Sub-award Criteria (3A through 3C)
- Annex 4 Concept Service Agreement
- Annex 5 Terms and Conditions (ARVODI-2018)
- Annex 6 European Single Procurement Document (ESPD)
- Annex 7 Procurement complaints protocol
- Annex 8 Model Government Integrity Statement for external parties
- Annex 9 Code of Conduct Integrity of Central Government October 2016