



Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for efficiency assessments of investments in the Dutch (extra) high voltage network

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Definition of terms

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

Exclusion Ground

A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.

Uniform Single Procurement Document

A statement in which the Tenderer declares his compliance with the requirements specified in this document.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the efficiency assessments of investments in the Dutch (extra) high voltage network.

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

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of the Authority for Consumers and Markets (hereafter: ACM).

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

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

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

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

1.2 Reason for this invitation to tender

The Dutch national regulatory authority ACM has the task to assess the efficiency of grid projects by TenneT TSO B.V. (hereafter: TenneT) and uses a policy rule (ACM Policy rule regarding the assessment of efficient costs of non-regular expansion investments¹ for these assessments).

1.3 Time schedule

The schedule below applies to this tendering process.

2 August 2021	Issuing of publication, start of tendering period.
2 September 2021, 23:59 CEST	Closure of 1st round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
16 September 2021	Issuing of 1st Memorandum of Information
28 September 2021, 23:59 CEST	Closure of 2nd round of questions: deadline for the Tenderer to submit questions.
12 October 2021	Issuing of 2nd Memorandum of Information
21 October 2021, 23:59 CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 43 and 44	Assessment of Tenders.
16 November 2021	Announcement of the award of the Contract.
7 December 2021, 23:59 CET	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
7 December 2021, 23:59 CET	Deadline for the winning Tenderer to provide the evidence requested by the IUC-EZK.
14 December 2021	Sending definitive award of the Contract
1 January 2022	Starting date of Contract.

¹ <https://wetten.overheid.nl/BWBR0040135/2017-11-01>

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

2. Description of assignment

2.1 Description and objective of the assignment

The assignment concerns twelve efficiency assessments (see also paragraph 2.5) during a period of four years (2022-2025) of major grid projects by the Dutch grid operator TenneT TSO B.V. These projects vary from lines and stations to offshore grid connections. The expected twelve efficiency assessments vary from one to four per year. A project can be a combination of assets like offshore platforms, its cables and the expansion of the land station or two stations and the line connecting the two stations.

The ACM has the task to assess the efficiency (of non-regular expansion investments) and uses a policy rule (ACM Policy rule regarding the assessment of efficient costs of non-regular expansion investments² for this task). The ACM must establish whether the objective has been realized, and whether the costs contribute to the set objective in a sufficiently plausible and substantiated manner. The ACM will set up the research questions of the investment for the Contractor. The Contractor delivers a final report for each efficiency assessment. The study that the Contractor will carry out will contribute significantly to this efficiency assessment.

2.2 Lots

The invitation to tender has not been divided into lots, because the assignment must be executed as a whole.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of four (4) years.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value of EUR 600,157.04 (six hundred thousand hundred fifty seven euros and four cents) (exclusive of VAT) and EUR 800,000.- (eight hundred thousand euros) (inclusive of VAT).

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

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

² <https://wetten.overheid.nl/BWBR0040135/2017-11-01>

2.5 Review Clause

There is a degree of uncertainty about the number of efficiency assessments to be conducted. It is currently impossible to estimate how many efficiency assessments are needed. This depends, for instance, on possible changes in legislation which require other assets to be added.

A so-called review clause is included in order to meet this uncertainty.

If the Contracting Authority deems it necessary that more efficiency assessments should be conducted, this may lead to an extension of the Contract. In that case the Contracting Authority (in accordance with Aanbestedingswet article 2.163 sub c) reserves the right to unilaterally extend the Contract by a maximum of four efficiency assessments.

This extension of the Contract is subject to the following conditions:

- The general nature of the services does not change;
- The contractually agreed requirements do not change (including the Contractor's offer);
- The fixed rates do not change (except in case of indexation);
- The duration of the Contract does not change.

3. Requirements to this assignment

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

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

3.1 Requirements relating to research

The Contracting Authority requires the Contractor to use a sound and thorough research methodology, leading to answering the following research questions for each of the (expected) twelve grid projects. Note that the Contracting Authority might evolve these research questions over time.

1. Has the objective been achieved by realizing the planned capacity, in the sense that it is truly and permanently available for the transport of electricity? For the efficiency investments the permanent availability is measured till the third month after a project has been put into use.
2. What is the ratio between the investment budget drawn up by TenneT (at the time of the final investment decision) and the most recent investment budget used by TenneT? What is the cause of the discrepancy, if any?
3. Did TenneT manage the project risks adequately? Relate your answer to the use of the project risk budget and the manner in which TenneT uses previous experience from its Dutch or German projects.
4. Is there a difference of over 15% between the total realized investment expenditures (including the projected investment expenditures that are forecast after the project came into operation) and an alternative budget drawn up by you? If so, what causes the difference?
5. Have the official procurement procedures been followed (for example, which to be investigated can be tested by doing a check of the tender process concerning the major tenders)?
6. Do the cost items (excluding additional work) contribute towards the objective? Were certain costs avoidable, and if so, what part of the costs?
7. How does the additional work contribute towards the objective? Was this additional work avoidable, and if so, what part of the additional work?
8. What is the efficiency?

The research into the (expected) twelve grid projects will take three months per research. Each research is expected to start with two meetings in which TenneT explains the grid project (hereafter: kick-off and work session). The Contractor has the flexibility to research two projects in parallel in the same three month period. The exact planning per research will be decided per Further Assignment by the ACM.

3.2 Requirements relating to aligning and guidance

Every research will be guided by the ACM. The Contractor will periodically have consultation sessions with the ACM by e-mail, by phone or any other form of communication.

The Contractor is expressly requested not to communicate with TenneT directly (either in writing or verbally). Any contact with TenneT will solely take place through the ACM during the entire course of the research, unless otherwise decided upon by the ACM.

The Contractor has to cluster the questions in about four batches.

The Contractor has to take notes of the kick-off and the work session.

3.3 Requirements relating to the result

The result of every efficiency assignment is to deliver one draft report and a final report in a non-public version.

In the report the research questions have to be answered, based on, as much as possible, source documents and clear arguments (or references thereto) included in the final report.

The final report has to be suitable to use in legal proceedings and for external publication.

Every final report of the efficiency assignment must be submitted in English or Dutch and in a digital format (pdf-A-file). The ACM will submit the final report to TenneT, and use it in the regulatory regime regarding tariffs. The ACM will make the final report publicly available, after giving TenneT the opportunity to indicate confidential information in the report.

Any underlying data must, unless proprietary, also be made available to the ACM.

Accessibility requirements

All our communication must be in compliance with the government house style www.rijkshuisstijl.nl and the WCAG Web Guidelines 2.1 (<https://www.w3.org/Translations/WCAG21-nl/>).

3.4 Requirements relating to personnel

The advisor(s) to be deployed must demonstrably meet the following criteria with regard to expertise and skills:

- At least a college degree (in the Dutch education system: at least a HBO degree);
- Technical and financial expertise in (extra) high voltage power grids;
- Procurement expertise;
- Proven ability to express themselves in writing and verbally in Dutch and/or English.

3.5 Requirements relating to the prices/rates

3.5.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in Annex 2, Prices.

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

3.5.3 The first opportunity to adjust the prices and rates will be on 1 January 2024. The prices and rates can be adjusted in line with the price index figure set by Statistics Netherlands applicable to collectively negotiated hourly wages (including special bonuses) in the corporate-services category. For this purpose, the monthly figure for October is used each time, and the index from the month of the start date is set as 100%.

Any proposed amendments to the price that the Contractor wishes to make must be submitted in writing to the Contracting Authority at least two months before they come into force. The proposal submitted by the Contractor must be itemised, accompanied by a printout from CBS Statline, and contain a reference to the Contract in question with the Contracting Authority. The proposal must contain a summary of both the current prices and rates and the new prices and rates. The Contracting Authority will inform the Contractor in writing of the decision regarding whether or not to accept the new prices and/or rates.

The Contracting Authority reserves the right to refuse to process any proposal that is submitted too late.

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

3.6 Tax-related requirements

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.5.2 The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.5.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.5.4 The Tenderer are liable for any extra costs for Dutch and/or foreign VAT due if the Tenderer incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, the Tenderer are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.5.5 The Tenderer guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.5.6 The Tenderer indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.7 Invoicing requirements

- 3.7.1 There is no employment contract between the Contractor and the ACM. The Contractor is himself liable for paying the required taxes and social contributions, if applicable.
- 3.7.2 This tender concerns (about a maximum of) twelve (12) efficiency assessments. It is required that the Tenderer invoices his services per Further Assignment.
- 3.7.3 The Tenderer provide the services at a fixed hourly rate. Specify the budget for the different activities. The hourly rates of the Tenderers offer include all costs, such as and insofar as applicable: execution, aftercare, overhead, travel (within the Netherlands) and other costs, unless otherwise indicated by the Tenderer. State the total price for the Tenderer's offer. Payment is made on the basis of the actual costs incurred, to the maximum total amount of your offer. If the assignment is executed in multiple phases, the period completion date and costs must be indicated per phase.
- 3.7.4 If the Tenderer wishes, he may include in the Tenderer's bid a proposal for paying in installments. If the Tenderer does so, the Tenderer must connect each installment to an actual deliverable (or subdeliverable). In the context of this assignment, advance payments are not possible. If the Tenderer does not include a proposal, the Tenderer may bill the assignment afterwards in one go, after the results of the services have been accepted.

3.8.5 For companies established in the Netherlands only

E-invoicing

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

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

For companies not established in the Netherlands

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

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.16).

4.2 Exclusion Grounds

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

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

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

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

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

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

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years as from the closure date of this Tender)
3. Tax statement (no older than 6 months as from the closure date of this Tender)

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

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

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

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

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

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

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

4.3.2 Reference data (technical qualifications)

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

- Tenderer has experience with efficiency assessments in electricity grid operators.
- Tenderer has experience with processing the results and preparing reports as state in paragraph 3.2.

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

- The subject of the reference assignment must be an efficiency assessment in electricity networks.

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

The total value of the reference assignment(s) must be at least EUR 50,000,- (fifty thousand Euros) (excluding VAT) combined. This reference assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this

document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

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

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

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

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

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

A maximum of 1000 points can be obtained for Tenderer's response to the award criteria.

5.2 Quality criteria

5.2.1 Award criteria relating to the plan of approach

Max. no. of points available	Assessment aspects
300	The Tenderer includes a plan of approach for the performance of the assignment. The plan of approach will be based on the following aspects: - What activities will be performed. The Tenderer has to suggest additions to the research questions (see paragraph 3.1) that have already been drawn up; - What research methodologies the Tenderer intends to use to use, substantiating as to why these methodologies are the most appropriate, according to the Tenderer; - What risks the Tenderer sees, regarding to the answering of the research questions, and what measures the Tenderer will take in order to mitigate those risks. Assessment criteria: - The extent to which the Tenderer has insight into the objective of the assignment and in which the methodology and resources to be used make a convincing contribution to the purpose of the assignment. - The extent to which the methodologies contribute to the purpose of the assignment. - The extent to which the description of activities in the research proposal are complete, specific, clear and relevant. - The extent to which the Tenderer identifies realistic risks and takes appropriate measures to prevent or mitigate the risks.

5.2.2 Award criteria relating to quality of the report

Max. no. of points available	Assessment aspects
250	The Tenderer describes his quality system which ensures that the internal report is suitable for using in legal proceedings and the external report is suitable for external publication. Assessment criteria: - The quality control system of the Tenderer has implemented which ensure suitability of reports that it is suitable for use in legal proceedings and for external publication.

5.2.3 Award criteria relating to the knowledge and experience of the team

Max. no. of points available	Assessment aspects
200	The Tenderer adds an overview of the employee(s) who will be part of the Tenderer's team which will carry out the assignment. The Tenderer is requested to include the following in the Tender: - The names and functions of the employee(s) who will carry out the work, stating the subsections: - Relevant education, courses and training above the minimum requirements as stated in paragraph 3.4 of this Tender document; - Relevant work experience; - The intended role / task distribution of the relevant employee (s), including deployment in terms of hours, of the relevant expert on this assignment, and why you think this is the right person for the execution of the assignment. Assessment criteria: The extent to which the knowledge and experience level of the project team is sufficient for successful completion of the assignment. The extent to which the team composition is sufficient for successful execution of the assignment.

5.2.4 Award criteria relating to social return

Max. no. of points available	Assessment aspects
50	A description of the way in which social return applies to this assignment during the agreement. Maximum 1 A4, font 'Verdana', font size 9. Assessment criteria: The extent to which the proposal is relevant, concrete and attainable.

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

Max. no. of points available	Assessment aspects
200	The Tenderer must include a fully completed Price Sheet to the Tender (see Appendix 2). Assessment criteria: The tenderer with the lowest total price will receive the maximum number of points. The other Tenderers receive their points based on a formula.

5.4 Assessment method for quality award criteria

5.4.1 Assessment of quality criteria

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

For each preference in 5.2.1, 5.2.2 and 5.2.3 a minimum average of 60% (rounded up) of the maximum number of points should be obtained. Tenders that do not meet this requirement will be set aside by the Contracting Authority and (in that case) will not qualify for award of the Contract.

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

5.4.2 Assessment criteria Prices

The Tenderer add the hourly rate of the rolls and number of hours per efficiency assignment to the Tender in Appendix 2.

Maximum total amount that will be used for the assessment criteria Prices will be taken from Appendix 2 (maximum total amount for four years excluding VAT).

The Tenderer only needs to fill in the blue marked cells.

The Tenderer with the lowest total price (excluding VAT) will receive the maximum number of points.

The other Tenderers receive their points based on the following formula:

$(LP/P) * \text{maximum score}$

P = Price submitted by Tenderer excluding VAT;

LP = Lowest price submitted excluding VAT.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

6.4 Determination of definitive total score

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

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

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 21 (twenty one) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in

the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):

Ms K. Nguyen via lucezteam5@rvo.nl.

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

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

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit <http://www.tenderned.nl/eherkenning-en-tenderned-0> for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

- Via one or more Memoranda of Information.

- By means of the TenderNed 'Questions and Answers' facility.

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

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

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

7.3.9 Information about the Tenderer's obligations

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

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

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

[Suppliers guide Information Security and Privacy EZK](#)

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

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

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2 Prices	Prices included in the quotation	Fill in Annex 2 Price and add to TenderNed
Chapter 5	Quality criteria	The Tenderer add the answers and reactions to the Tender to TenderNed
Annex 6 References	References	Fill in Annex 6 References and add to TenderNed
Other	CV's and references	Add to TenderNed

* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative.

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.

2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

7.3.18 Single Tender

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

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

7.3.19 Violation of the fundamental principles of procurement law and restriction of fair competition

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

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

7.3.20 Communication and language

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

The Tender must be submitted in Dutch or English.

Additional documents (such as informational materials etc.) can also be provided in Dutch or English.

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

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

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

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

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

Interest in relation to the judgement

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

7.4 Further contract award within the Contract

7.4.1 Assignments within the Contract

An assignment under an Agreement is called a Further Assignment. Based on the needs of the Contract Authority, a further request for quotation will be sent to the Contractor.

The Contractor will prepare a further quotation. After approval, the Contract Authority will provide a signed contract award.

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: Prices

Annex 3: Draft Contract

Annex 4: ARVODI-2018

Annex 5: Complaints Procedure

Annex 6: References