



Ministry of Economic Affairs
and Climate Policy

Tender Document

**Invitation to tender in accordance with
the European open procedure for the
procurement of**

**A study on the long term economic and
strategic outlook for companies that
participate in the Dutch Government's
tailor-made approach.**

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Definition of terms

Tendering authority	The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland), part of the Ministry of Economic Affairs and Climate Policy.
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: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten)
Participating Party/Parties	The Netherlands Enterprise Agency (RVO), the Ministry of Economic Affairs and Climate Policy.
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 or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – which 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 Minister of Economic Affairs and Climate Policy who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.

Exclusion Ground

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

European Single Procurement Document

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 a study on the long term economic and strategic outlook for companies in The Netherlands that participate in the Dutch Government's tailor-made approach.

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 by the Netherlands Enterprise Agency (in Dutch: Rijksdienst voor Ondernemend Nederland, abbreviated: RVO) in close coordination with "Directorate for promoting sustainable industry" (in Dutch: "Directie Verduurzaming Industrie") of the Ministry of Economic Affairs and Climate Policy. This Directorate is responsible for the "tailor-made approach" as explained in the next paragraph.

The Procurement Office of the Ministry of Economic Affairs and Climate Policy or "Inkoop Uitvoering Centrum EZK" (IUC EZK) will act as process manager during this tendering process.

The Netherlands Enterprise Agency's purpose is to encourage entrepreneurs in sustainable, agricultural, innovative and international business. It helps with grants, finding business partners, know-how and compliance with laws and regulations. RVO is part of the Ministry of Economic Affairs and Climate Policy and focuses on providing services to entrepreneurs. It aims to make it easier to do business using smart organisation and digital communication. RVO works in the Netherlands and abroad and co-operates with governments, knowledge centres, international organisations and countless other partners.

More information about RVO can be found on: www.rvo.nl and <https://english.rvo.nl>.

1.2 Reason for this invitation to tender

To meet the goals of the Paris Agreement and the Dutch Coalition Agreement and to contribute to a sustainable future for the industry in The Netherlands, the Dutch Government aims to facilitate the energy transition of the 10-20 largest industrial greenhouse gas emitters in the Netherlands with a tailor-made approach to significantly reduce greenhouse gas emissions. The aim of the tailor-made approach is to support these companies, based on mutual commitments, in order to achieve additional CO₂ reduction before 2030¹, promote a sustainable future in the Netherlands for companies signing up to the tailor-made approach and to contribute to other benefits for society in the Netherlands (e.g. local environment, jobs, innovation, etc). More information on the tailor-made approach can be found in among others the letter informing parliament on the tailor-made approach (Kamerbrief "Maatwerk aanpak Verduurzaming Industrie")² and the letter informing Parliament on the progress of the tailor-made approach ("Kamerbrief Voortgang Maatwerk afspraken")³.

The tailor-made approach has three (3) phases, each concluded by a legal document: Expression of Principles (abbreviated: EoP), the Joint Letter of Intent (abbreviated: JLoI) and the binding tailor-made agreement. The purpose of these documents are explained in the above mentioned letters to the Parliament.

Phase 1:
Expression of Principles
Ambitions & scope

Phase 2:
Joint Letter of Intent
*Intended efforts to
achieve ambitions*

Phase 3:
Binding tailor-made
agreement

¹ Additional CO₂ reduction means CO₂ reduction beyond a target set for 2030 for each ETS company, on average 45% CO₂ reduction in 2030 compared to 2020

² Kamerbrief [Maatwerk aanpak Verduurzaming Industrie](#), d.d. 8 July 2022 (in Dutch)

³ Kamerbrief [Voortgang Maatwerk afspraken](#), d.d. 27 February 2023 (in Dutch)

This assignment is primarily intended to support decision-making in the second phase of the tailor-made approach. The companies that have signed up or intend to sign up to the tailor-made approach generally seek financial support and/or public investment into infrastructure to aid them in their sustainability transition. Before formally committing to providing such support the Dutch government seeks a reasonable level of comfort that the investments are long term beneficial for society. The government wants to improve its understanding of the fundamental drivers for an economically sustainable and decarbonized future of the companies participating in the tailor-made approach. This would address a concern of decision makers in the government that industrial installations could be (partially) decommissioned, despite public investments for decarbonization. Hence, the government issued this Tender Document to gain more insight in the mid/long term outlook (2025 - 2040) in an international perspective for Dutch assets operated by companies participating in the tailor-made approach.

1.3 Time schedule

The schedule below applies to this tendering process.

20 July 2023	Issuing of publication, start of tendering period.
August 18 2023, 12:00	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).
August 29 2023	Issuing of 1 st Memorandum of Information
September 8 2023, 12:00	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
September 8 up to and including September 29 2023	Assessment of Tenders.
September 29 2023	Announcement of the award of the Contract.
October 9 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
October 20 2023	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
October 21 2023	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

Scope of the assignment

Table 1 lists the companies eligible for the tailor-made approach and hence invited to agree an Expression of Principles. Most companies are expected to sign an Expression of Principles this year. Tata Steel, Shell, OCI, Dow, Nobian, Yara and AnQore have already done so (documents available online). Note that Tata Steel and NAM are outside scope of this assignment. Tata Steel is not included because the research questions have already been taken up in previous studies in preparation for the tailor-made approach with this company.

Table 1: Companies eligible for the tailor-made approach.

Company	Status tailor-made approach 18 July 2023
Air Liquide	EoP not signed
Air Products	EoP not signed
BioMCN (part of OCI not on Chemelot)	EoP signed
BP Raffinaderij Rotterdam B.V.	EoP not signed
AnQore	EoP signed
Fibrant	EoP not signed
OCI (location Chemelot)	EoP signed
Sabir	EoP not signed
Dow Benelux B.V.	EoP signed
ExxonMobil	EoP not signed
LyondellBasell	EoP not signed
NAM (Nederlandse Aardolie Maatschappij)	EoP not signed
Nobian	EoP signed
Shell Pernis	EoP signed
Shell Moerdijk	EoP signed
Tata Steel	EoP signed – outside scope for this study
Yara Sluiskil B.V.	EoP signed
Zeeland Refinery N.V.	EoP not signed

This assignment is only for companies that either have signed an Expression of Principles with the government, or with which the government has an equivalent understanding to explore facilitation of decarbonization by the government (that is at the moment not the case). There are now seven (7) Expression of Principles documents signed for nine (9) industry locations, with more expected to follow.

Shell and OCI have operations at two (2) distinct locations. As listed in table 1, the separate locations of these two companies are regarded as distinct assets. Tata Steel is excluded from the scope.

This means that the assignment will start with eight (8) companies/assets. This is the initial scope. When an Expression of Principles (or equivalent understanding) is in place, then the Contracting Authority may ask from the Contractor to draft a company report for any of these companies. This is the optional scope with a maximum number of nine (9) company reports.

Deliverable: asset/company reports

The final product will be a company report in PowerPoint format, consisting of 8-15 slides (excluding any back-up slides), addressing the above mentioned topics for assessing the economic and strategic outlook. The company report will serve as a decision support package to policy makers at the Ministry of Economic Affairs and Climate Policy. The company reports present the data on the economic and strategic outlook of the companies' Dutch assets in a clear and concise way. The company reports are based on a uniform template and can be read as independent reports.

The reports shall be written in English. The Tenderer's proposal shall include an outline for the uniform template for the company reports, including a table of contents and a high level description of the content for each section in the company report.

Assignment scope - demarcation

- The assignment is to provide the government with expert insights and relevant data in the company reports to help assess the long term economic and strategic outlook of the Dutch assets in the tailor-made approach. The assignment is intended to be high level, highlighting the key long term risks and benefits of investment into decarbonization of Dutch industrial facilities.
- The assignment is on the basis of successful implementation of the decarbonization ambitions. This means that development and implementation topics related to the decarbonization of an asset are outside scope.
- The assignment is to provide key data and expert judgment about what is relevant to the government for assessing the economic and strategic outlook. This assignment does not seek direct advice or recommendations to (not) move forward with the tailor-made approach. That assessment is for the Dutch government to make.
 - o The data (in particular data assumptions for calculations and expectations about a company) should be – where possible - traceable to a publicly available source or explained in a way that is easy enough to follow for industry experts (i.e. insights that may generally be expected from an industry expert). The purpose of this assignment is not to obtain insider knowledge from the Contractor (i.e. knowledge that only he has).
 - o In some cases, the Government seeks non-public industry information, such as merit order or price data. The Contractor will then provide the source for such information and mark that as a confidential source. Such industry information may not constitute insider knowledge specifically about a company or asset.
- Discussions with the companies' representatives are out of scope. This assignment is to provide the Dutch government representatives with data and insights on the basis of Tenderer's knowledge and analysis. The government intends to provide Contractor on a confidential basis with a high level understanding of the process to conclude the Joint Letter of Intent, including the intended decarbonization efforts by the companies and the government. Assessment or due diligence on data provided by the companies to the government in the tailor-made approach is outside the scope of this assignment.
- The focus of this assignment is on the asset / industry location level and how the decarbonized asset could take part in an evolving market and environment. The assignment is not an evaluation of the prospects on industry or market level, although elements (such as trends, demand data) are expected to be included in the discussion of the outlook on an asset or company level. A high level and qualitative comparison with not investing in decarbonization (business as usual) is part of the scope.

The next paragraphs in this Tender Document describe the required data and insights from the Contractor to help the government assess the economic and strategic outlook.

The Contracting Authority invites the Tenderers to include more and/or other data for this assignment in their proposal with an explanation on why the Tenderer believes this information is relevant and needs to be in- and/or excluded.

Economic outlook for the asset

Regarding the economic outlook the government seeks the following data for assessing the long term economic outlook of the Dutch assets:

(1) Discussion of the asset

- High level asset description, notable properties, composition, capabilities and/or parameters
- High level description of product conversion steps, assessment of the economic importance of each conversion step in the asset
- High level market description, notable trends
- Benefits of decarbonization of the asset

(2) Data that provides a first insight into the competitive position for the asset as a whole (in some cases focus on the most important conversion step):

- Position of the Dutch asset on the global/Europe merit order (whichever is more relevant) as a whole or for the most important conversion step (whichever is more relevant).
- Product demand (today, outlook) on a global/Europe level, planned major capacity additions; in case of Europe level: global trade risks and opportunities.
- High level discussion of the asset's position on the merit order in relation to demand.
- High level discussion of opportunities and risks related to (decarbonized) import / export trade of inputs and outputs.

(3) Data to provide insight into the asset's financials and help assess key sensitivities

- Indicative operational cash flow, e.g. based on a calculation from key product inputs and outputs (volumes, price levels today and typical values for operational expenses).
- Key sensitivities: what circumstances could render an asset 'out of the money' (e.g. price drops to a certain level).
- Indicative large maintenance investments.

(4) Listing and high level discussion of notable topics or trends that could strengthen or reduce competitiveness, e.g. by using Porter's five forces framework and - if possible - the asset's capability to capture or deal with these trends. The Contracting Authority does not seek a comprehensive analysis. Rather, the framework could be used to ensure that key areas of competitive pressure on the mid to long term are not overlooked.

Strategic outlook for the company

Regarding the strategic outlook the Contracting Authority wants to obtain data and insights with an aim to confirm the expressed commitment to stay (and possibly grow) in the Netherlands. This section aims to improve the understanding of the (likely) key motivations and issues of the asset's owner (company's head quarter perspective) related to the Dutch asset.

The following elements are needed for the strategic outlook:

- A high level company profile including relevant topics such as its mission / vision statements, strategic drivers, critical business issues, long term objectives to help the Contracting Authority assess if the proposed investments are in line with key corporate interests.
- The position of the Dutch asset in relation to the company portfolio of assets, relevant long term value-chain relationships within the company group and/or with neighboring companies in The Netherlands, if any.
- Relevant strategic and tactical initiatives such as growth investment agenda and R&D investment for innovation and decarbonization. Of particular interest are the opportunities that the Dutch asset may offer to progress these initiatives.
- Factors that could lead to an exit decision (decommissioning, asset sale) of the company and the likelihood of these factors.
- Risks and opportunities related to decarbonization of the scope 3 CO₂ emissions, notably CO₂ emissions embedded in the product (e.g. CO₂ emissions from the use of fuels, chemicals).

Planning / process

Tenderer includes a description of the process for drafting a company report in his proposal.

The assignment will start for the eight (8) companies/assets with which an EoP is signed as soon as possible after signing the Contract. This will be the initial scope for which a fixed price per company report is required.

The Contracting Authority has the option for the Contract duration to ask for a similar company report for one or more of the companies listed in table 1 (section 2.1) when an Expression of Principles or equivalent is in place.

The uniform template, provided by the Tenderer (as part of this proposal) will serve as a reference point for each company report. At the start of the process for a new company report, the Contracting Authority and Contractor will evaluate the applicability of the uniform template for the specific company and will identify focus topics. This process step is not meant to lead to significant changes in the amount of work. The Tenderer will include a more detailed process description for preparing the company reports in his proposal.

It is possible that the services specified in the Contract may change in the event of political, administrative or organisational developments within the Dutch government. In the event such circumstances occur, the Contracting Authority will consult with the Contractor and discuss the earlier established contractual requirements considering the latest developments and outlook.

The government may share (drafts of) the company reports with the respective company for a fact check. The government will inform the Contractor about any response from the respective company.

2.2 Lots

This tender is not divided into lots because of the desired uniformity of the company reports.

2.3 Contract

The Contracting Authority intends to conclude a Contract for a period ranging from October 21, 203 up until December 31, 2024, including a unilateral option for the Contracting Authority to extend the contract by two (2) years until and including December 31, 2026.

The Contracting Authority intends to conclude a Contract with one (1) Tenderer.

If the winning Tenderer has one or more conflicts of interest in relation to specific companies in the initial scope for which the winning Tenderer has not offered convincing remedy (as described in section 3.5 Requirements relation to independence and avoiding conflicts of interests), then Contracting Authority intends to conclude a limited Contract with the Tenderer who ranked second for the scope for which the winning Tenderer is conflicted.

2.4 Scope of the assignment

The value of the initial scope (8 company reports) is estimated as between EUR 200,000 and EUR 280,000 (exclusive of VAT). The value of a company report is estimated as 1/8th of the initial scope, i.e. between 25,000 EUR and 35,000 EUR (exclusive of VAT).

The optional scope (between 0 and 9 company reports) has an estimated total value up to 225,000 EUR or 315,000 EUR (exclusive of VAT). Tenderer's average bid per company report for the initial scope is applicable for optional company reports.

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.

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 the scope of the work

- 3.1.1 Tenderer is willing and able to execute the services that need to be carried out under the Contract, as specified in Chapter 2, Chapter 3 and Tenderer's Proposal. 'Services' means all the work that the Contractor is required to carry out in accordance with the provisions of the agreement.
- 3.1.2 Contractor guarantees that the initial scope is executed within 3 months from final Contract Award.

3.2 Requirements relating to the product

- 3.2.1 The Contractor declares in the company reports:
- that the company report was produced independently and without bias.
 - that to his knowledge there was no potential conflict of interest or appearance of dependence during the assignment.

3.3 Requirements relating to the team of experts

- 3.3.1 Contractor guarantees the commitment and availability of the proposed experts during the execution of the core scope in this assignment. Contractor guarantees prompt replacement of expert(s) in case of dropping out of its experts during the execution of the work and can provide replacement candidates with at least similar qualifications and under the same commercial conditions if required. As example, a senior expert can only be replaced by a senior expert with the similar qualifications for the same commercial conditions. A junior can be replaced by a junior, medior or senior expert with at least similar qualifications and under the commercial conditions applicable to a junior.
- 3.3.2 The acceptance of replacement expert candidates will only occur after approval by the Contracting Authority. The Contracting Authority reserves the right to dismiss provided replacement candidates if the level of education, expertise, experience level is not proficient in relation to the previous experts.

3.4 Requirements relating to confidentiality

- 3.4.1 Contractor and Contracting Authority will treat all data and information exchanged between them resulting from the execution of the assignment as strictly confidential, as specified in Annex 4 - General Government Terms and Conditions for Public Services (ARVODI).
- 3.4.2 The following rights to use the data and information from the Contractor by the Contracting Authority (i.e. the Dutch Government) are required:

- The Contracting Authority may share (drafts of) the company reports with the respective company for a fact check. The government will inform the Contractor about any response from the respective company.
- The Contracting Authority may share (drafts of) the company reports with its external advisors for the sole purpose of preparing the decision making for the tailor-made approach and only if a confidentiality agreement between the Dutch Government and the external advisor is in place.
- The Contracting Authority may use content from company reports in government documents that support decision making related to the tailor-made approach. The government will inform Contractor how content from the company reports is used. Government drafted documents for supporting decision making for the tailor-made approach may be shared with Parliament.
- Parliament, e.g. in its role to review government policy making, may request the Minister of Economic Affairs and Climate Policy to make public (parts of) one or more final company reports. The Contracting Authority will consult Contractor and any respective companies before responding to such a request.

3.4.3 Requests under the Open Government Act (in Dutch: “Wet Open Overheid”) may be made to the Dutch Government to make public (parts of) the finalized company reports. The Contracting Authority will review these requests in light of its statutory obligations. The Contractor and any respective company will be consulted and have the right to object in case the Contracting Authority concludes that it is its statutory obligation to make public (parts of) a company report.

3.5 Requirements relating to independence and avoiding conflicts of interest

3.5.1 Contractor and subcontractors do not have any financial or other direct personal or business interests in the specific results of this assignment.

3.5.2 The Contractor declares in the company reports:

- that the company report was produced independently and without bias.
- that there was no potential conflict of interest or appearance of dependence during the assignment.

3.5.3 Contractor must avoid the appearance of dependence and must avoid conflict of interests. Any appearance of dependence or potential conflict of interest must be reported immediately to the Contracting Authority. If Tenderer is aware of any appearances of dependence or potential conflicts of interest, then Tenderer must report these as part of his proposal.

3.5.4 Contractor and subcontractors do not perform any work related to a (potential) conflict of interest as long as that appearance of dependence or (potential) conflict of interest is not resolved.

3.5.5 The Contracting Authority will view as a (potential) conflict of interest:

- Ongoing (i.e. during the drafting of a company report) advisory services for a company included in the tailor-made approach (table 1) with an aim to promote or support decarbonisation investments or other decarbonization related interests of that company in The Netherlands.
- Ongoing or recent (in the years 2022 or 2023) advisory services for companies included in the tailor-made approach with an aim to promote or support that company's interests on topics that are subject to current government policy or decision making. An obvious example is representation of a company in conversations with the government. Other examples of a potential conflict of interest may include calculations for desired subsidies, analysis of desired government policy making.
- Legal disputes between Contractor and a company listed in table 1 or any other circumstance that may lead to biased data, insights or assessments provided by the Contractor.

- Appearance of dependence: Advisory services for companies in table 1 - Companies eligible for the tailor-made approach in 2023 or during the contract execution with a value of more than 5% of Contractor's annual revenues.
- 3.5.6 Contractor accepts the judgement of the Contracting authority with respect to the conclusion that a conflict of interest or appearance of dependence exists or may exist.
- 3.5.7 In the event of an apparent personal or business conflict of interest, the Contracting Authority may ask the Contractor to provide explanation and to provide mitigating measures.
- If the conflict of interest relates to specific experts working for the Contractor, then, at the request of the Contracting Authority, these experts must be immediately replaced by (an) expert(s) with at least similar qualifications and under the same commercial conditions.
 - If the conflict of interest relates to the Contractor as a whole, e.g. because of the Contractor's commercial relations with one or more of the companies in table 1 – Companies eligible for the tailor-made approach, then the Contracting Authority may decide to terminate the work on these specific company reports. No compensation for work done will be provided if the conflict of interest existed during Tendering (for company reports in the initial scope) or at the time of starting the drafting process for that specific company report (for all company reports) or if the conflict of interest arises from a Contractor's act during the process of drafting (for all company reports).
- 3.5.8 The Contracting Authority reserves the right to terminate the Contract prematurely in the following cases:
- If the Contractor did not report on all material aspects of a (potential) conflict of interest or appearance of dependence.
 - If the Contractor has not substantially executed agreed mitigation of a conflict of interest in due time.
- In these cases the Contracting Authority will not be liable for damages incurred by the Contractor.

3.6 Requirements relating to the prices/rates

- 3.6.1 The Tenderer will provide an overview of the prices and rates per expert level applicable to this assignment by filling in the Annex 7 entitled 'Prices/Rates'.
- 3.6.2 The Tenderer will provide a budget per company report of hours/days to be worked mentioned in Annex 6 entitled 'Hours/days to be worked per company report'. The expert levels listed in Annex 6 correspond to those provided in Annex 7 entitled 'Prices/Rates'.
- 3.6.3 The prices/rates (Annex 7) 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. International travel within Europe may be invoiced separately on a cost basis within budget offered.
- 3.6.3 The agreed rates are fixed until December 31, 2024.
Requests for indexation can be submitted only once a year, exclusively in the month of October. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: contractmanagement@RVO.nl.

Prices and rates may be adjusted in line with the price index published by Statistics Netherlands for hourly rates of pay, including special remuneration established under collective labour agreements, in the business services sector. For this purpose, the figure for the preceding month will be used, with the index for the starting date of the contract

being set at 100%.

Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority concert. The request will contain the old prices/rates versus the new prices and rates.

Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.

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

3.7 Tax-related requirements

- 3.7.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.7.2 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.
- 3.7.3 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.
- 3.7.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.7.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.7.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.7.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.8 Invoicing requirements

- 3.8.1 Contractor may send one invoice per month based on actual hours/days worked. Contractor may not invoice a higher amount per company report than offered. Contractor may not invoice a higher amount than pro rata results delivered to the Contracting Authority.

3.8.2 You must include a summary of the actual hours/days worked per company report in accordance with the applicable rates. You may not invoice an higher amount than the actual hours/days worked.

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

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:

- The invoicing portal of the Dutch government
- 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.

3.9 Requirements relating to social return

Social goals are no longer a side issue in the tendering process, but are becoming an essential part of the process. This is apparent in the government's procurement strategy 'inkopen met impact'⁴ ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025. The agreements to be concluded as a result of this tender, therefore, provide the possibility for the Contracting Authority, together with Contractors, to stimulate social developments that contribute to the realization of policy goals or social effects that the Dutch government considers important. Contractors are expected to contribute to these goals. This is possible through so called social return pilot projects. The pilot projects can only be carried out in coordination with and after acceptance of proposals by the Contracting Authority.

Social return pilot projects

The aim of the social return pilot projects is to realize social goals. This can be done by additionally employing people with a distance to the labor market and/or improving their prospects for work and income. The pilot projects give the Contractor room for customization, experimenting with form-free interpretation and/or serving a broad selection of social objectives. They can be related to the assignment(s) in the agreement. Think, for example, of training and supervising people from specific target groups. In order to help them in their personal development and to help them gain a better perspective on a suitable job.

After the award of the Contract, the Contractor will be asked to develop a proposal for a social return pilot project. The Contracting Authority can provide ideas or possibilities for the project that match the objectives and needs. In your proposal, you describe which target group(s) you want to help, how you want to achieve social impact, what impact you are aiming for and what is needed to achieve this. If desired, you can coordinate this with the Contracting Authority and/or other parties. Your proposal for a social return pilot project will become part of the agreement after acceptance by the Contracting Authority. The project will be monitored and evaluated afterwards.

Examples of social return pilot projects can be found at www.maatwerkvoormensen.nl (in Dutch only)

Specific requirements for the social return pilot projects

⁴ Kamerbrief <https://www.rijksoverheid.nl/documenten/kamerstukken/2019/10/28/kamerbrief-over-inkoopstrategie-rijksoverheid>, d.d. 28 October 2019 (in Dutch)

After the award of the Contract, the Contractor agrees to submit, within 30 days after the Contracting Authority's request, a proposal (project plan) for the arrangement and implementation of a social return pilot project. The Contractor has room to translate its own ambitions/ideas for delivering social impact into a concrete proposal for a pilot project. This proposal is in line with the possibilities and wishes of the Contracting Authority and offers the Contractor the opportunity to realize these ambitions. The goal for the (additional) social impact to be achieved with this project is concrete, ambitious, yet achievable and realistic. The proposal for a social return pilot project will become part of the agreement after coordination with and acceptance by the Contracting Authority. You will then carry out the social return pilot project on the basis of a best efforts obligation.

Starting point is that the objective of a social return pilot project can be achieved within twelve (12) months after the start. Depending on the success of the project, it can be continued in the same or slightly modified form and with level of ambition to be agreed upon for (additional) social impact during the remaining term of the agreement. Parties can agree on modifications in the pilot project in writing. The pilot project has a wage bill of approximately 2 percent of the contract value.

The social return pilot project must not involve crowding out or unfair competition in the labour market, whereby the social impact achieved is at the expense of other people's jobs.

In a general sense, the pilot project is in line with government policy.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

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

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

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

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

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

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

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

The evidence consists of:

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

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

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

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

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

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

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

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

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

4.3.2 Reference data (technical qualifications)

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

- Experience with providing expert economic and strategic consultancy services to governments and/or owners of large scale industrial operations in particular in the area of refining, (petro)chemicals and hydrogen production.
- Access to relevant data on asset level (e.g. properties, composition, capabilities and/or parameters) and access to data on market level (e.g. merit order).
- By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment that meets the following minimum requirements:
 - The subject of the reference assignment must be comparable to the core competence in

- question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- The total value of the combined reference assignment(s) must be at least 100.000 EUR.

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

Evidence: (submit together with the Tender, fill in Annex 2 'Reference contracts'):

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.

The combined references must also demonstrate that they have a value of at least:

- EUR 100,000, -

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.

4.3.3 Academic and professional qualifications (technical qualifications)

By signing the 'European Single Procurement Document', the Tenderer declares that the specified number (see table in this subsection) of employees at the organisation – especially the employees responsible for carrying out the services – possess the academic and/or professional qualifications stated below.

Overview of academic and professional qualifications	Minimum required number of academic and/or professional qualifications possessed by the employees of the Tenderer's organisation, in particular those employees responsible for carrying out this assignment.
Education at EQF level 7	Lead representative of the Contractor responsible for executing the assignment and first contact person for the Contracting Authority. This is deemed equivalent to at least a Master's degree and a minimum of 10 years of relevant working experience.
Education at EQF level 6	All contractor's staff preparing the deliverables (drafting of the company reports) of this assignment. This is deemed equivalent to at least a Bachelor's degree or a minimum of 3 years of relevant working experience.
English language oral and written skills at CEFR level B2 / C1	Contractor's staff proposed for and working on this assignment.

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

The evidence must demonstrate that the Tenderer truly employs a sufficient number of staff members (i.e. greater than or equal to the minimum required number as specified in the table above) who hold the qualifications specified for each function.

4.3.4 Quality assurance (technical qualifications)

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

- That the Tenderer possesses a validly certified quality-assurance system, the certificate for which was drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration between organisations, see Section 7: 'Tenders involving collaborations with other organisations'.

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

Compliance with these quality-control requirements can be demonstrated by means of:

- A description of the quality-assurance system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-assurance system. The subsection 'Quality Assurance' explains what is meant by the term 'equivalent'. Your description must address all the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

- Provision of the latest audit report or a copy of a certificate or certificates for the quality-assurance system that was/were drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.
- In the event that your Tender involves a collaboration (consortium), then every member of this collaboration, for their part, must provide the quality-assurance evidence requested for the purposes of the Tender.

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 2, Section 3 and Section 4.

A maximum of 100 points can be obtained for your response to the award criteria.

Paragraph number	Subject	Maximum number of points to be obtained
5.2.1	Quality of the proposal	45
5.2.2	Quality of the project team	30
5.3.	Prices	25
	Total	100

5.2 Quality criteria

5.2.1 Award criteria relating to quality of the proposal

Tenderer provides the following:

- For Criterion 1: a uniform template for the company report: a table of contents and description of the data and insights for each section in the company reports. The descriptions make clear the distinctions for data and insight per industry, where relevant.
- For Criterion 2: a proposed project plan for drafting a company report, describing the collaboration between Contractor and Contracting Authority, the proposed data sources, data collection method(s) and analysis framework(s) and hours worked per company report (Annex 6 – ‘Hours/days to be worked per company report’)
- For Criterion 3: a description of any potential conflicts of interest for the initial scope and how Tenderer wishes to remedy.

Max. no. of points available	Assessment aspects
45	Contracting Authority will evaluate the quality of Tenderer’s proposal along the following criteria: Criterion 1. Quality of the uniform template for the company reports: concise, clear and comprehensive with relevant distinctions for specific industries. Appropriate level of detail. Covering all aspects for assessing the economic and strategic outlook as mentioned in Chapter 2 of this document. Provides distinctive insights for different industries, where relevant. Sound explanation for Tenderer’s deviations from the scope as described in Chapter 2 ‘Description of assignment’. Criterion 2. Quality of the project approach for drafting the company reports showcasing Tenderer’s (access to) knowledge of the Dutch assets individually as well as the respective industry sectors, e.g. data access, data collection methods, analysis framework(s). Convincing description of process steps from start to completion of a company report. Clear responsibilities of each actor, sufficient room for the Contracting Authority to review a draft Company report. Balanced meeting schedule with the Contracting Authority and balanced

	information needs or services from the Contracting Authority. Convincing substantiation of the hours/days to be worked per company report. Criterion 3. Existence of potential conflicts of interest for the initial scope for which no convincing remedy is offered. Unremedied conflicts of interest likely mean that Contracting Authority needs to limit the number of company reports (in the initial scope) that Tenderer is qualified to produce. Following assessment criteria in section 5.4 Assessment method for qualitative award criteria: - For the first criterion a maximum of 20 points can be scored. - For the second criterion a maximum of 20 points can be scored. - For the third criterion: A Tenderer with 0 or 1 reported conflicts of interest receives a maximum of 5 points. A Tenderer with 2 reported conflicts of interest for which no convincing remedy is offered: 2 points. A Tenderer with 3 or more reported conflicts for which no convincing remedy is offered: 0 points. Only conflicts of interest related to the initial scope are counted. A lack of a convincing remedy means that Contracting Authority deems it likely that Tenderer would not be able to carry out the assignment for the companies for which Tenderer is (potentially) conflicted. Contracting Authority will disqualify proposals with more than 4 potential conflicts of interest for the initial scope without convincing remedy.
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5.2.2 Award criteria relating to quality of the project team

Tenderer provides the CV's of the experts he proposes for this assignment. The CV's provide data about the relevant qualifications of each expert:

- education degree
- relevant skills and competences
- relevant working experience: description of projects and roles, tasks and/or responsibilities of the expert
- the relevant industries (e.g. refining, hydrogen production, etc)
- language skills for English and Dutch

Tenderer provides the estimated number of hours of each expert or expert level for a company report.

Max. no. of points available	Assessment aspects
30	The CV's will be assessed individually (criterion 1) and collectively (criterion 2) as the proposed team. Criterion 3 is related to Dutch language capability. 1. The qualifications of each individual expert are suitable and appropriate for carrying out the requested tasks. The proposed project lead and senior experts demonstrate a high level of authority, knowledge and experience in respect of this assignment. The proposed team members demonstrate capability to collect, analyze and present data and insights as asked for this assignment.

	2. The know-how of the team as a whole is complete (covering at least the industries in which the companies of the initial scope operate in), suitable and fitting for carrying out the requested tasks. The team as a whole demonstrates deep knowledge of the industry sectors, economic analysis and strategic analysis. The deployment of various levels of experts is well balanced. 3. At least one expert of the Contractors' team has communication skills in Dutch, oral and written at least at B2 level in the Common European Framework of Reference for Languages (CEFR). For the first criterion a maximum of 15 points can be scored. For the second criterion a maximum of 10 points can be scored. If criterion 3 is met, then 5 points are scored, otherwise 0 points.
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5.3 Award criteria relating to prices/rates (exclusive of VAT)

Max. no. of points available	Assessment aspects
15	<u>Average hourly tariff:</u> Tenderer provides in Annex 7 named 'Prices/Rates' the price per company report, based on the budget of hours/days to be worked per company report and the applicable rates. Tenderer calculates the average hourly rate as the price per company report divided by the number of proposed hours worked for a company report, as explained in Annex 7. You will be reimbursed for the hours actually worked, up to this maximum total price. You must take into account the requirements set out in this regard in Chapter 2 and 3. The Tenderer with the lowest average hourly rate will receive the maximum number of points (15). The other Tenderers receive their points based on the following formula: $(1 - ((P/LP) - 1) * 2) * \text{maximum score}$, where P is the average hourly tariff of offered by Tenderer and LP is the lowest average hourly tariff offered by the qualifying Tenderers. If you score lower than 0 on this award criterion, the score 0 will be awarded. This means that a Tenderer who offered an average hourly tariff that is 50% higher than the qualifying Tenderer with the lowest average hourly tariff receives 0 points.
10	Price per company report will be based as follows: Tenderer with a bid of 25,000 EUR (exclusive of VAT) per company report will receive 10 points. Tenderer with a bid of 35,000 EUR (exclusive of VAT) per company report will receive 0 points. A. Price lower than € 25,000 per company report: score = 0 points and exclusion of the Tender B. P between € 35,000 and € 25,000: a score between 0 and 10 points, for which score = $10 - (10 / (35,000 - 25,000)) * (P - 25,000)$;

	C. P higher than € 35,000: score = 0 points and exclusion of the Tender
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5.4 Assessment method for qualitative award criteria

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

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The response significantly exceeded expectations and offers a great deal of added value.	100%
Good: The response exceeded expectations and offered some added value in places.	75%
Fair: The response sufficiently met our expectations.	50%
Poor: The response did not completely meet our expectations and displays shortcomings with regard to certain aspects.	25%
Very poor: The response does not meet expectations and clearly displays many shortcomings.	0%

For the award criteria of 5.2.1 and 5.2.2 score of minimum 50% should be obtained. Tenders which do not meet this requirement will be set aside by the Contracting Authority and will not qualify for award of the Contract.

Tenderer's score on any of the other criteria in section 5.2.1 and the criteria mentioned in section 5.2.2 is less than 50%.

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 Tender that does 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 assessment of the tenders takes place by an assessment committee. The assessment committee consists of adequately equipped and expert assessors. Each tender will first be assessed individually by each assessor on the basis of the assessment criteria included in the tender document. Subsequently, the assessment committee will arrive at a final assessment by consensus for each request. The final assessment per criteria is rounded to two decimal places after the comma.

The total score of all quality award criteria will be calculated in a mathematical way. 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 criteria mentioned in 5.2.1. 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 15 (fifteen) 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 a case, 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.

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):

Lex Spobeck, iucezteam1@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 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

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 [eHerkenning gebruiken voor TenderNed | TenderNed](#) 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 [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | 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 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.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk 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).

- 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 [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | 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
Award criteria including Annex 6 and 7	Option 1: Tender, including a general response to the Tendering Authority's award criteria. OR Option 2. A separate response to each of the Tendering Authority's award criteria.	Add to TenderNed
Annex 2	List of Reference Contracts	Fill in, legally sign and add to TenderNed
5.2.2.	CV's of proposed personnel	Add to TenderNed

* See Subsection 7.3.16 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 either an original handwritten signature, or the qualified electronic signature within the meaning of article 3: 15a of the Dutch 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 (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- 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, (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

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.

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information: the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the work or the provision of the services.

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 English.

The Tender must be submitted in English.

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

During the fulfilment of the contract, communication must be conducted in 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. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

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

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

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

Interest in relation to the judgement

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

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: References

Annex 3: Draft Contract

Annex 4: General Government Terms and Conditions for Public Services (ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten)

Annex 5: Complaints Procedure

Annex 6: Hours/days to be worked per company report

Annex 7: Prices/Rates.