



Ministry of Economic Affairs
and Climate Policy

Tender Document

**Invitation to tender in accordance with
the European open procedure for the
execution of the Quality Assessment and
Red Parcel management within the GSA
and AMS for 2024-2027.**

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Definition of terms

Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, represented by NEA, 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.
Data Processing Agreement	An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor. When a Contract is awarded on the basis of the ARVODI, the Contract may require the Contractor to process Personal Data on behalf of the Contracting Authority. If this is the case, then the Parties must conclude a Data Processing Agreement under article 28, paragraph 3 of the General Data Protection Regulation ('the Regulation'). In a Data Processing Agreement the Contracting Authority and the Contractor make agreements about the Processing of Personal Data in the context of the Contract.
European Single Procurement Document	A statement in which the Tenderer declares their compliance with the requirements specified in this document.
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.
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 the process manager during this tendering process.
Memorandum of Information	A document containing both all the questions asked and the responses given, in anonymised form, along with, if applicable, additional information. This includes the questions and responses submitted via TenderNed.
Netherlands Enterprise Agency (NEA)	NEA stands for Netherland Enterprise Agency. NEA is the Dutch Paying Agency for the European Union which is also known as RVO (Rijksdienst voor Ondernemend Nederland).
Suitability requirements	The requirements that Tenderers must comply with in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have either submitted a Tender or is/are planning to submit a Tender. Within this document, the word 'you' is taken to mean the Tenderer.

To see the specific terminology used in this tender document, please refer to the list of Definitions and Concepts in Annex 1 – Requirements and Specifications.

1. Introduction

The following Tender Document contains information related to this invitation to tender, which is conducted in accordance with the European open procedure for the contract for the execution of the Quality Assessment and Red Parcel management within the GSA and AMS for 2024-2027.

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 in accordance with the instructions of the Netherlands Enterprise Agency (NEA). IUC-EZK will act as the process manager during this tendering process.

The Ministry of Economic Affairs and Climate Policy (EZK) comprises two parts: the core ministry and a number of executive services and agencies.

The core ministry is subdivided into central policy directorates and staff directorates (for further information and an organisational chart, please see: <http://www.rijksoverheid.nl/ministeries/ez/organisatie>).

Another important part of EZK are the executive services, which are responsible for both implementing the policy and monitoring compliance with regulations.

NEA is an executive service of EZK, which is responsible for the implementation of policies for enterprising Netherlands in the field of innovation, sustainability, agriculture and international cooperation. In this way, NEA contributes to an economically stronger Netherlands and a sustainable society. Within NEA, the EU Core Processes Directorate (KPEU) is recognised as a European Paying Agency, which means that it is authorised to both implement European schemes and pay associated European subsidies.

1.2 Reason for this invitation to tender

NEA serves as a vital EU-paying agency responsible for the implementation of European Union (EU) policies within the Netherlands and therefore ultimately responsible for everything the Contractor does in this process. This (EU-paying agency-) role mandates NEA to effectively and efficiently oversee compliance with EU regulations, particularly with respect to subsidies under the Common Agricultural Policy (CAP), which encompasses Quality Assessments (QAs). With effect from 2023, all EU Member States and their paying agencies must annually conduct a number of QAs in the context of the CAP. As part of its responsibilities, NEA is seeking a Contractor to facilitate the annual obligatory QAs. These QAs pertain to the Area Monitoring System (AMS) and the Geospatial Aid Application (GSA), which encompass rigorous sample controls that are integral to the Programmatic Enforcement Cycle for interventions such as the Basic Income and Support & Sustainability (BISS) scheme, the Eco scheme, the Agro-Environmental and Climate Measures (AECM) scheme, and the various conditionalities, which are all integral components of the CAP. The objective of these QAs is two-fold. On the one hand, the QAs are supposed to test the quality of the data in the registers, whilst, on the other hand, they aim to provide insight into the quality of the indicators for performance and output, as reported in the Annual Performance Report (APR).

Furthermore, within the scope of this tender, the Contractor will be responsible for evaluating agricultural activities on parcels that yield results from the AMS, which are colloquially referred to as 'red parcels.' It is essential to underscore that this assessment involves a manual inspection that relies on optical imagery, encompassing both the QA and the processing of these 'red parcels.'

You are invited to submit a tender on the basis of the specifications in this Tender Document and the attachments included herein.

Unless explicitly mentioned in this Tender document, all activities during this tender will be handled through TenderNed, which is the online market area for Tenders in the Netherlands.

1.3 Time schedule

The schedule below applies to this tendering process.

24 November 2023	Issuing of the publication and start of the tendering period.
6 December 2023, 10.00am CET	Information meeting via MS TEAMS
18 December 2023, 11.00am CET	Closure of the round of questions: deadline for the Tenderer to submit questions related to this Tender Document, the Data Processing Agreement, 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).
5 January 2024	Issuing of the Memorandum of Information
29 January 2024, 13.00pm CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
Week 5 up to and including week 9	Assessment of Tenders.
27 February 2024	Announcement of the award of the Contract.
20 March 2024	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
20 March 2024	Deadline for the winning Tenderer to provide the evidence requested from the Tendering Authority.
28 March 2024	Starting date of the Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, then 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 the assignment

2.1 Background to the assignment

Whilst being cost-effective, farmers should work in a sustainable and environmentally friendly manner and maintain our soil and biodiversity.

Business uncertainties and the environmental impact of farming justify the significant role that the public sector plays for our farmers. The CAP of the EU takes action via the following measures:

- income support through direct payments ensures income stability, and remunerates farmers for both environmentally friendly farming and delivering public services that are not normally paid for by the market, such as taking care of the countryside;
- market measures to deal with difficult market situations such as a sudden drop in demand due to a public health scare, or a fall in prices due to a temporary oversupply within the market;
- rural development measures with national and regional programs to address the specific needs and challenges facing rural areas.

In line with these aforementioned measures, the Netherlands has also implemented a number of area-based subsidy schemes which are both part of, and funded by, the CAP. In the Netherlands NEA is responsible for the execution of the CAP. Businesses (and in particular farmers), collectives and, in some cases, individuals, may apply for subsidy under the CAP on an annual basis. The three most important land-based schemes are the BISS scheme, the ECO-scheme and the AECM scheme. In addition to these schemes there is the set of rules known as Conditionality which, although not constituting a scheme as such, sets baseline requirements and might reasonably also be included in this list. The implementation of these schemes has proven extremely complex. Moreover, the European Commission (EC)'s requirements are strict. Of primary importance among these is that any subsidy be received by the correct person/company, and that payment only be made once performance has actually been delivered.

Each of these interventions or conditions has specific eligibility conditions that the applicant must comply with in order to be eligible for payment. For example, only specific crops for an intervention are eligible for payment, or, alternatively, applicants are not allowed to mow grassland during certain times of the year, otherwise they do not qualify for payment. Each EU Member State is allowed to specify some of their own eligibility conditions depending on the particular goals they are striving to achieve. Some conditions are prescribed by the EU, such as, for example, the conditionalities.

One of the ways in which NEA attempts to comply with the EC's conditions is by making use of reference data which is updated regularly and is managed by NEA. Another way in which NEA demonstrably complies to the EC's conditions is by carrying out samples. NEA also uses the most recent satellite images to obtain an accurate impression of events in the field. We use the Area Monitoring System (AMS) to do so. The AMS enables us to check, for example, which crop is present on a given parcel and which processes that parcel has undergone.

The Regulation (EU) 2021/2116 on the financing, management and monitoring of the CAP 2023-2027 entered into force on the 1st of January 2023. Amongst the many novelties, the Regulation requires that the three elements of the integrated administration and control system 1) the identification system for agricultural parcels, 2) the geo-spatial application system and 3) the area monitoring system are quality assessed in accordance with a methodology set up at the Union level.

The QAs act as a safeguard to make sure that the subsidies distributed amongst the applicants are correct, and at the same time providing valuable information on the quality of the data and processes each paying agency uses during the application process. If, for example, the data presented to the applicant is either out of date or of poor quality, then there is a higher risk of false or inaccurate applications. This must be prevented as much as possible. The same applies to the controls which are in place: if they are not effective with regards to detecting anomalies in the application, then further action is required.

2.2 Description and objective of the assignment

NEA is required to carry out an annual QA of the AMS and the GSA. The purpose hereof is to both evaluate the setup and ensure that the data used for the output and performance indicators which will be reported in the Annual Performance Report (APR) are correct. The QA is based on a population of cases selected by the European Commission, which is then carried out by the NEA itself. The QA must cover all of the eligibility criteria (monitorable and non-monitorable) for the area-based interventions. The QA is conducted on high-resolution satellite data and must identify error rates at the intervention level. Eligibility conditions that cannot be monitored using remote sensing data will then either be checked in the field or via the use of a geotagged photo app. Both of these elements are not part of this tender. With regards to the QA of the GSA, the declared parcels must be assessed in terms of the boundaries which were digitised by the applicant.

The scope of the QA is to assess the quality of the information declared by the farmer. If a discrepancy is found between what the farmer declared and the information that is subsequently collected using remote sensing data, then the farmer's application will be modified accordingly and potential financial corrections might be incurred. All of the findings will be communicated to the scheme applicants. The communication will be facilitated via the RVO.nl platform, which is hosted and provided by NEA.

If significant discrepancies between the QA and the monitoring results are identified, then the European Commission will request an action plan to improve the setup: deviations detected in the QA and the insufficient quality of the AMS can result in the need to adapt the AMS in order to better detect activities, i.e., to develop better marker algorithms. However, deviations can also have other causes, i.e., errors in the GSA or errors in the Land Parcel Identification System (LPIS). In the event of there being insufficient quality, a remedial action plan will in any case need to be drawn up by NEA. If no improvement occurs, then the insufficient quality of the AMS may implicate payments not being financed through European funding.

The main objective of this tender is to support NEA in carrying out the aforementioned QAs, especially the QA for the AMS and the QA for the GSA. The following activities are foreseen:

- Assessing based on available optical imagery of agricultural activities like mowing, ploughing, crop present, etcetera (part of the AMS QA);
- Digitising crop parcels based on recent optical imagery and the farmer's declaration.

In addition to the parcels that must be checked in the context of the QA, the contractor can also be asked to carry out a check on those parcels that have been detected as so-called 'red parcels' in the AMS. The issue with these parcels is that the AMS has not detected the declared eligible activity. These red parcels are the result of a nationwide automatic check of certain agricultural activities. If according to the AMS activities or a particular status which is declared by the applicant has not been detected with enough certainty a parcel turns red and is then subject to further investigation. Prior to the applicant being informed of this, a manual check must be carried out using Computer Assisted Photo Interpretation (CAPI) in order to verify whether the AMS made the correct observation or not. Both the type of work and method used for the contractor here is identical to the type of work and method used for the QA parcels.

Therefore in short, the request to tender comprises the following activities:

- QA of the GSA, for a full description see Annex 1.
- QA of the AMS, for a full description see Annex 1.
- Management of Red Parcels, for a full description see Annex 1.

In order to execute the aforementioned activities, the Contractor is required to ensure that the following results can be attained:

- The Contractor needs a CAPI environment in which the activities can be executed.
- The contractor needs an internal pipeline for the processing of images (both optical and radar). The following images must be processed in the pipeline. The list below is not limitative:
 - Planet Fusion Data
 - Sentinel 2

- Sentinel 1
- Areal pictures
- Landsat 8 en 9
- The Contractor must provide and host a web-based interface in which the used images, geometries (both the original geometry and the digitised geometry of the parcel needs to be included) and the observations can be shown. This web-based interface must be accessible by NEA to be consulted.
 - The red parcels also must be processed via this web-interface;
- All processes must be carefully documented, with the results and data needing to be archived for at least a four-year period (also see Annex 1).

This tender requests a response to supply, implement and support the QAs for the AMS and GSA process (including checking the red parcels). The QAS of the AMS and GSA are a manual process based on CAPI and will involve handling a large volume of data. Consequently, the Tenderer is expected to define in their AMS and GSA QA solution how they plan to address all of NEA's key requirements.

A complete, detailed description of the assignment and all the required activities can be found in Annex 1 – Requirement and Specifications.

Outside of the scope

The process of acquiring the commercial satellite data is outside the scope of this assignment, as is the communication with the applicants, which always goes through NEA. Furthermore, the activities related to eligibility conditions that cannot be monitored using remote sensing data and must either be checked in the field or via the use of a geotagged photo app are also not part of this tender.

2.3 Lots

The invitation to tender has not been divided into lots, because there would be high risks involved in the execution of the European subsidies related to the CAP by NEA if multiple parties were to share parts of this assignment. Amongst other things, there could be errors in transferring the data and the time schedules could be longer, which, in turn, would endanger the correct and timely payment of the subsidies to those farmers who are entitled to the subsidies. It is for this reason that it is important for NEA to have only one contractor and one point of contact handling the services. Furthermore, adding more parties to the execution of this contract makes it more challenging to mitigate the risks deriving from the strict rules for the protection of personal data and other data.

Moreover, the different activities that are part of the assignment, the QAs and activities related to red parcels are similar and, as such, require the same skills and knowledge. Therefore, it would be inefficient and more cost bearing for these activities to be executed by different parties.

2.4 Contract Period

The Contracting Authority intends to conclude a Contract for a period of one year, nine months and three days, including a unilateral option for the Contracting Authority to extend the contract two (2) times by one (1) year. If the Contracting Authority does not wish to exercise this right, then it will give written notice of this to the Contractor no later than six (6) months prior to the end of the Contract. This means that the Contract will run up to and including the 31st of December 2027 at the latest.

The intended start date of the Contract is the 28th of March 2024, at which point the implementation period will begin. From the 15th of May 2024, the Contractor must be ready to execute the services.

2.5 Scope of the assignment

The Tendering Authority has estimated a total Contract value (including the optional extension years) exclusive of indexation of EUR 3,000,000 (exclusive of VAT).

This estimated value should be understood as strictly an indication from which no rights can be derived. Because certain volumes are uncertain such as the number of red-parcels to be detected, or potential changes in EU legislation concerning the QAs. The estimated value is based on the costs of similar activities in the past years and the changed rules concerning the QA. 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 resulting expansion or contraction, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event that such circumstances occur, then the Contracting Authority will consult with the Contractor.

3. Requirements of this assignment

The requirements set by the Tendering Authority concerning the requested services and prices and rates can be found in Annex 1 of this tender.

By submitting a Tender, you, as a Tenderer, therefore explicitly consent to all of the requirements and conditions specified in Annex 1 of the 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 of these requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

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 for being 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', which can be found in Annex 2, is a PDF file that has already been partially filled in for you. You must fill in the remainder of the form, print it, legally sign it, scan it, and then submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in Annex 2 '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 that you do so.

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 two 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 EU Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, which either serve an equivalent purpose or shows that the Exclusion Grounds do not apply to the Tenderer.

Please refer to <https://ec.europa.eu/tools/ecertis/search>

eCertis is the information system that helps you identify the different certificates that are 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 they are in

compliance 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 they possess sufficient financial and economic capacity to be able to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against them that may compromise their 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 doubts concerning the viability of their 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 them, they 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 the turnover over the last three financial years within the specific area covered by the Contract, depending on the date on which either the undertaking was set up or the economic operator started trading, provided that such information on turnover 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 will unconditionally act as a guarantor for the obligations to be undertaken by the subsidiary company as well as any debts arising from the Contract that are 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 prior experience with essential aspects of the assignment:

Core competence 1: Manual digitalisation of crop parcels

- The Tenderer must have experience with the manual digitalisation crop parcels based on available sources, including –as a minimum – aerial photos and satellite images.
- The Tenderer must have experience with high-resolution imaging in crop parcel digitalisation.
- The Tenderer must have experience with the manual verification and classification of different crop types in crop parcels.

Core competence 2: Assessment of agricultural activities

- The Tenderer must have experience with the manual identification and assessment of different agricultural activities that take place at the crop parcels, including - as a

minimum - mowing/grazing, harvesting, ploughing, indication of coverage and a period of catch crop by using relevant data.

Core competence 3: Manual crop identification

- The Tenderer must have experience with the manual identification of crops based on digitalisation of crop parcels.
- The Tenderer must have experience with the classification of digital imaging for the purposes of identifying and detecting different crop types.

By signing the 'European Single Procurement Document', the Tenderer declares that they have carried out at least one reference assignment for each of the core competences listed above that meet 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 a three-year period 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 thus cannot be taken into consideration.
- The Tenderer can enter no more than two reference assignments for each core competence.
- The total value of the reference assignments combined must be at least EUR 175,000 - exclusive of VAT. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the services specified in this document. In instances in which a series of separate yet significantly comparable assignments were 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 that involve 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 3 Format reference assignments):

You are not allowed to provide more than two references for each of the core competences. If a single reference testifies to multiple competences and is in compliance with the applicable requirements, then you can use the same reference for these different core competences.

The reference(s) must be signed by the referee (the client in question).

The combined references must also demonstrate that they have a total value of at least **EUR 175,000** - exclusive of VAT.

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

4.3.3 Quality assurance (technical qualifications)

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

- That they have a valid, certified quality management system in which the certificate has been drawn up by a certification body that is recognised within the national or international accreditation structure, such as ISO 9001

or,

- That they have a quality-assurance system that is at least equivalent to a certified quality-assurance system. By "equivalent", we mean the following:

- Quality assurance is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department (e.g., by means of a quality handbook). This department also bears responsibility for the correct design, execution, and management of this quality policy.
- Presence and company-wide implementation of relevant procedures relating to service provision/end-products and the management of resources and documents, within which continual improvement is an important point of attention.
- Operation of an internal quality cycle, including the measurement, analysis and improvement of quality levels.
- Carrying out a periodic, independent audit by an expert focused on compliance with the quality procedures.
- Customer-oriented processes: a system is in place to ensure (from customers' perspective) that there is a clear picture of customers' needs and that these needs are implemented in your business processes.
- PDCA cycle with the objective of continuous improvement.

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

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

Compliance with these quality-control requirements can be demonstrated by means of:
A description (max. 1200 words, either single- or double-sided) 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 of the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

Provision of either 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 ISO 9001.

In the event that your Tender involves a collaboration (consortium), then every member of this collaboration must, for their part, provide evidence of quality-assurance that is required for the purposes of the Tender.

4.3.4 Information security (technical qualifications)

By signing the Uniform European Tender Document, the tenderer declares

- that he has a valid certified Information Security Management System, with the certificate having been drawn up by an accredited certification body, in accordance with the International Standards Organisation 27001 (or subsequent regulations): Information Security Management Systems – Requirements (ISO)

or:

- that they have an information security system that is demonstrably equivalent. By "equivalent" we mean that it should be based on the criteria established in the relevant financial year of one of the following standards:
 - ISO 27002;
 - With, at the very least, measures having been taken on a risk basis for the following management objectives:
 - Quality management system: Information Security Management System;
 - Resolving incidents;
 - File traffic: exchange of data;

- Authorisation management;
- Logging;
- Continuity management;
- Backup/Retention/Archiving of data;
- Exit strategy;
- Intellectual property;
- Reporting.

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

Compliance with these information security requirements can be demonstrated by means of:
Provision of either the latest audit report or a copy of a certificate or certificates for the information security system that was/were drawn up by a certification institution recognised within the national or international accreditation structure, such as the ISO 27001. This audit report or certificate must be recent.

Or:

A description (max. 1200 words, either single- or double-sided) of the information security system in place at your organisation, which demonstrates that this system is at least equivalent to a certified information security system. The subsection "Information Security" explains what is meant by the term "equivalent". Your description must address all of the points specified in this subsection and demonstrate the system's equivalence or more.

In the event that your Tender involves a collaboration (consortium), then every member of this collaboration must, for their part, provide the information security evidence requested for the purposes of the Tender.

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise their trade. It is for this reason that the Tendering Authority reserves the right to ask the Tenderer to demonstrate that they are either registered in the professional register or 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 they are 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 to do so 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 either 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 the 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 they signed the documents.

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender, by using Annex 4 'Response to award criteria'. In your response, you must take into account the requirements set out in Annex 1.

5.2 Award criteria relating to the quality

A maximum of 1000 points can be obtained for your response to the different award criteria relating to the quality. In the table below you can find the different award criteria and the maximum points that one can obtain for each criterion.

For each award criterion, a maximum amount of words is indicated (including tables, but excluding images/diagrams/charts). If your answer exceeds the maximum amount of words permitted, then those words beyond the word limit will not be taken into account when assessing the award criterion.

The minimum score for award criteria AC1 (Flexibility and adaptability in deadlines) and AC2 (Implementation plan) is 50% of the maximum points that can be obtained.

If you score less than 50% of the maximum possible score for the award criteria AC1 (section 5.2.1) and AC2 (section 5.2.2), then your offer will be set aside and will not be further assessed. You will no longer take part in the Tender Procedure. This means that you have to gain a minimum of 50% of 775 points = 387,50 for AC1 (section 5.2.1) and AC2 (section 5.2.2) to be taken into account for the award of the tender.

Award criteria relating to the quality	Sub criteria	Maximum points that can be obtained
AC1 - Flexibility and adaptability in deadlines	1.1 Communication	75
	1.2 Timeline and milestones	75
	1.3 Resource and allocation	75
	1.4 Quality assurance	50
	1.5 Risk assessment and mitigation	50
	1.6 Successful case study/example	25
	<i>Maximum points that can be obtained</i>	<i>350</i>
AC2 – Implementation plan	2.1 Scope and objective	100
	2.2 Planning	150
	2.3 Task assignments	175
	<i>Maximum points that can be obtained</i>	<i>425</i>
AC3 – Additional Functionalities	3.1 Additional functionality #1	75
	3.2 Additional functionality #2	75
	3.3 Additional functionality #3	75
	<i>Maximum points that can be obtained</i>	<i>225</i>
Total points that can be obtained		1000

5.2.1 Award criterion 1 - Flexibility and adaptability in deadlines

Max. no. of points available: 350	Award criteria relating to flexibility and adaptability in deadlines Max words: 3000
Objective	Ideally, the deadlines should be similar to the ones presented in paragraph 3.4 of Annex 1. However, due to political decisions application deadlines can sometimes shift. Please note that the deadlines for payment do not shift, which means that both NEA and the Contractor will have less time to carry out all the necessary

	activities as described in Annex 1. This includes the QA GSA, QA AMS, and the management of 'red parcels'. The Contracting Authority wishes to gain insight into how the Tenderer will deal with changing deadlines. The Tendering Authority would also like to gain insight in how the Tenderer has dealt with similar, time sensitive situations in the past. In your response, please bear in mind that the deadline for payments in the Netherlands is the 1st of December and the usual application date is the 15th of May.
Question	The Tenderer should provide a detailed plan addressing how they will handle the aforementioned changes in deadlines due to delayed delivery of data. The plan of action should comprise the following components: 1.1 Communication: the Tenderer should describe how they will maintain effective communication with the Contracting Authority. This includes defining the frequency, channels, and nature of the content (max 75 points). 1.2 Timeline and milestones: the Tenderer should present an adjusted timeline based on the aforementioned delays (max 75 points). 1.3 Resource Allocation: the Tenderer should address how the resources, which includes, amongst other things, personnel, and technology, will be used in order to comply with the deadlines (max 75 points). 1.4 Quality assurance: the Tenderer should address how the quality of the work will be maintained (max 50 points). 1.5 Risk assessment and mitigation: the Tenderer should identify potential risks and address these via mitigation measures (max 50 points). 1.6 Relevant and Successful case study/example. If the plan of action is supported with a relevant and successful case study or an example from earlier projects in which similar situations occurred, then the Tenderer will receive a bonus of 25 points for this award criterion. This criterion will not be assessed as described in 5.3 'assessment method'.
Assessment criteria	The above points will each be assessed on the basis of the following aspects, with the exception of 1.6: • The extent to which it is realistic and feasible; • The level of proactiveness; • The level of flexibility. The criteria will be assessed on the basis of the scoring as mentioned in paragraph 5.3 'assessment method' for qualitative criteria. Criterion 1.6, relevant and successful case study/example will be assessed in a binary manner. Presence of a relevant and successful case-study will gain a bonus of 25 points, if this is not the case the Tenderer will receive 0 points for 1.6.
5.2.2 Award criterion 2 - Implementation plan	
Max. no. of points available:	Award criteria related to the implementation plan
425	Max words : 2500

Objective	The QAs of the GSA and AMS and the management of red-parcels concerns a time sensitive process in which it is important for the Tendering Authority that the Contract can be used from the start. Therefore, the Contracting Authority wishes to gain insight into how the Tenderer will successfully implement the Contract, based on the deadlines as described in paragraph 3.4 of Annex 1. The primary goal here is to ensure that the intended goals and outcomes are achieved efficiently and effectively.
Question	The Tenderer should provide a detailed plan in which they address how they will implement the Contract in the limited time available. The implementation plan should comprise the following components: 2.1 Scope and Objective. The Tenderer must clearly define both the scope of the project and its specific objectives. What are you trying to achieve, what needs to be implemented and what are the boundaries of the project (max 100 points)? 2.2 Planning. Create a detailed timeline that specifies which activities must be performed when for successful implementation. Moreover, provide a visible image of the planning (max 150 points). 2.3 Task assignments. Specify who is responsible for which task or activity as well as defining what you expect from the Contracting Authority. This must include a RASCI chart (Responsible, Accountable, Support, Consulted, Informed)(max 175 points).
Assessment criteria	The above points will each be assessed on the basis of the following aspects: • The extent to which the proposed is feasible and realistic; • The extent to which the proposed is complete and relevant; • The level of clarity it provides. The criteria will be assessed on the basis of the scoring as mentioned in paragraph 5.3 'assessment method' for qualitative criteria.
5.2.3 Award criterion 3 - Additional functionalities to the web-based viewer	
Max. no. of points available: 225	Award criteria relating to additional functionalities to the web-based viewer Max words: 1500
Objective	The Tendering Authority wishes to receive as much quality as possible in the web-based viewer. In Annex 1, section 1.4, the minimal requirements for the web-based viewer, which the Tenderer should meet, are outlined. However, in order to optimise the quality of the web-based viewer, the Tendering Authority also wishes to see which additional functionalities the Tenderer offers to the viewer. The additional functionalities should both be relevant and realistic for this Contract and enable the Tendering Authority to optimise the quality. Please note that the additional functionalities that are offered by the Tenderer in this criterion should be integrated into the prices/rates that you offer.
Question	The Tenderer is asked to provide <u>three</u> additional functionalities for the web-based viewer above those that have already been requested

in Annex 1. The description of the additional functionalities should comprise the following components:

1. Description of the functionality;
2. Objective of the functionality;
3. Relevance of the functionality for the Contracting Authority.

For each additional functionality a maximum of 75 points can be attained (criteria 3.1, 3.2 and 3.3).

Assessment criteria

Each proposed additional functionality will be assessed in relation to the following criteria:

- The extent to which the proposed is feasible and realistic;
- The extent to which the proposed is relevant and generates additional value for the Contracting Authority;

The criteria will be assessed on the basis of the scoring as mentioned in paragraph 5.3 'assessment method' for qualitative criteria.

5.3 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale in order to weight the quality criteria, with the exception of criterion 1.6 (Relevant and Successful case study/example).

Score	Description	Weighting percentage of the maximum points available for each award criterion
Very good	The response is very complete and the content is related to what has been asked. Furthermore, the response is fully in accordance with and relevant to the Contract, i.e., what has been asked by the Contracting Authority. Moreover, the response provides additional details that are above and beyond what has been asked by the Contracting Authority and are of significant added value for the Contracting Authority.	100%
Good	The response is complete, and the content is related to what has been asked. Furthermore, the response is fully in accordance with and relevant to the Contract, i.e., what has been asked by the Contracting Authority.	80%
Sufficient	The response does adequately meet what has been asked and is relevant for that aspect of the Contract. However, the response is not fully convincing and leaves some aspects open to interpretation.	50%
Insufficient	The response does not completely meet what has been asked (information about significant elements is missing in the response). Furthermore, the response provided gives insufficient confidence as to whether the objective of the award criteria will be attained by the Tenderer.	25%
Poor	The response does not meet what has been asked and displays many shortcomings.	0%

Example scoring:

For sub criterion AC1.1 'Communication' you score 'good'. This means that you will score 80% of 75 points, $0,8 \times 75 = 60$ points for this sub criterion.

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

The Tenderer is asked to provide prices in Annex 5. The Tenderer is asked to provide an all-in price for the different components as set out in Annex 5.

The price can be divided into fixed annual costs and variable costs. The price for the variable costs pertains to each parcel that needs to be assessed. Using fictional numbers for the variable costs, the fictional total price per year will be determined. Please see Annex 5 for the fictional numbers that will be used to calculate the fictional price per year that will be used to determine your score. In order to see how your score will be determined please see paragraph 5.5.

See the table below for an overview of the price components:

Price components	
Annual costs	1. Developing and maintaining the CAPI environment
	2. Developing and maintaining data pipeline and data transfer
	3. Developing and maintaining the web-based viewer
	4. Hosting costs web-based viewer
	5. Archiving
Variable costs	6. Managing parcels from the sample of the BISS/CRISS sample
	7. Managing parcels from the sample of the GSA sample
	8. Managing parcels from the sample of the ECO scheme sample
	9. Managing parcels from the sample of the AECM scheme sample
	10. Managing red parcels

5.5 Assessment of award criteria in relation to prices/rates

In this Tender the 'weighted price per point' method will be used to determine which Tenderer wins the Contract. The Tenderer with the lowest weighted price per point, for their fictional price per year, will be the Tenderer with the best price quality ratio. This Tenderer will subsequently be awarded the Contract.

For the tender we will use a weighing of 70% for quality and 30% for price.

The following formula will be used to determine the weighted price per point:

$$\frac{\text{Fictional price per year}^{(a)}}{\text{Score on quality criteria}^{(1-a)}} * 100 = \text{weighted price per point}$$

a = the weighing of price (30% = 0.30)

1-a = the weighing of the qualitative criteria (100% – 30% = 70% (0.70))

The fictional price per year is the price as offered by you excluding VAT as stated in Annex 5. The score on the qualitative criteria is the score you obtained on the basis of the award criteria relating to quality as stated in paragraph 5.2.

The 'weighted price per point' will be rounded to two (2) decimal places.

Example

In the table below you will see an example of how the formula works. In this example, a total of three Tenders were received. The total amount of points that can be obtained for the quality criteria is 1000.

	Tenderer A	Tenderer B	Tenderer C
Fictional price per year	EUR 667,500	EUR 785,000	EUR 725,000
Score on quality criteria	650	800	780
Price per point	EUR 60,02	EUR 54,49	EUR 54,15
Formula	$((\text{EUR } 667,500)^{-0,3}) / (650^{0,7}) * 100$	$((\text{EUR } 785,000)^{-0,3}) / (800^{0,7}) * 100$	$((\text{EUR } 725,000)^{-0,3}) / (780^{0,7}) * 100$
Ranking	3	2	1

Tenderer C has the lowest 'weighted price per point' (54,15); therefore, this Tenderer is awarded the Contract.

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, then the Tender will be excluded from the assessment and further participation in the Tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of the requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements of the assignment (see Annex 1) will be assessed. Any Tender that does not comply, will be excluded from further participation in the Tendering process.

6.3 Assessment of the award criteria relating to the assignment

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

The Tenders will be assessed by an assessment team. The assessment team comprises expert assessors with sufficient knowledge in this area. Every Tender will first be assessed individually by the members of the assessment team based on the award criteria relating to the quality, as stipulated in Section 5 of this Tender Document. After the individual assessment, the assessment team will then hold a plenary consensus meeting in which a consensus score will be achieved for all of the award criteria related to quality. The final score for award criteria relating to quality will be rounded down to two decimal places. The total score for all award criteria related to quality will then be determined. The total score for the award criteria related to quality and the fictional price per year will then determine the definitive 'weighted price per point' based on the formula outlined in section 5.5.

If a Tenderer does not meet the minimum of 50% of the maximum points that can be obtained on the quality award criteria AC1 (Flexibility and adaptability in deadlines) and AC2 (Implementation plan), then the 'weighted price per point' will not be calculated.

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 lowest 'weighted price per point' based on the best price-quality ratio.

The Tenderer's definitive 'weighted price per point' will be rounded down to two decimal places. No scores will be rounded down until the moment that this definitive 'weighted price per point' is determined. If two or more Tenderers have an equal definitive 'weighted price per point' that would result in the Tendering Authority having to award the Contract to more parties than they desire, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the award criteria relating to the implementation plan (section 5.2.2). In the event that the lowest scoring Tenderers also achieve an equal score for these award criteria, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the award criteria relating to the flexibility and adaptability in deadlines (section 5.2.1). In the event that the lowest scoring Tenderers also achieve an equal score for these award criteria, then the determination of which Tenderer will be awarded the Contract will be carried out by drawing lots.

6.5 Assessment of the evidence

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

By signing Annex 2 the 'European Single Procurement Document' and submitting their Tender, the Tenderer thus 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 that such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer is indeed in compliance 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 20 (twenty) 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 each and every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer who had just been excluded will be removed and a new ranking will be created. The award process will then be conducted again.

In the event that 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): iucezteam2@rvo.nl, with a CC to Sophie.vanbochove1@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.

Information meeting

The Tendering Authority will organise an information meeting during which you will also have the opportunity to ask questions. All Tenderers will receive confirmation of the answers. These answers are an integral part of this Tender document.

The information meeting will take place on **6 December 2023, 10:00 AM Time CET** through MS Teams.

If you wish to attend the meeting, then we kindly request you to send an email to iucezteam2@rvo.nl with a copy to Sophie.vanbochove1@rvo.nl no later than **5 December 2023, 17:00 PM CET** to inform them of who will represent your organisation at the meeting.

A maximum of two persons from your organisation can be present at the meeting.

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 Tendering 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 via TenderNed.

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 8).

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 Tender.

Subject	Description	Action required from Tenderer
Annex 2	European Single Procurement Document*	Fill in, legally sign, and add to TenderNed
Annex 4, 'Response to Award criteria	A separate response to each of the Tendering Authority's award criteria	Add to TenderNed
Annex 5 'Prices/Rates'	Prices/rates included in the Tender	Add to TenderNed
Annex 3 'Format reference assignments'	Reference assignments	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 either an original handwritten signature, or 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 (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 on 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.

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 Dutch by the Project manager. Other Team members can also communicate in English; however reports should be in Dutch.

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, Data processing Agreement, Service Level Agreement 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) Contracts. Only the definitive Contracts 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.

8. Annexes

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

Annex 1: Requirements and Specifications
Annex 2: European Single Procurement Document
Annex 3: Format of reference assignments
Annex 4: Response to award criteria
Annex 5: Prices/Rates
Annex 6: Draft Contract
Annex 6a: Draft Data processing Agreement
Annex 6b: Draft Service Level Agreement
Annex 7a: ARVODI-2018
Annex 7b: ARBIT-2022
Annex 8: Complaints Procedure
Annex 9: Integrity Code of Conduct for the Central Government Sector (*Gedragcode Integriteit Rijk*)
Annex 10: Guidance CTS – 2022
Annex 11: DSCG-2014-32 FINAL_REV_4_OTSC guideline 2018