



Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the assignment of:

*The third-party review of a feasibility study as
preparation for the construction of two new
nuclear power plants*

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Contents

Definition of terms	4
1. Introduction.....	6
1.1 Tendering Authority and IUC-EZK	6
1.2 Reason for this invitation to tender	6
1.3 Time schedule	8
2. Description of assignment.....	9
2.1 Description and objective of the assignment.....	9
2.2 Lots	10
2.3 Assignment Period	10
2.4 Scope of the assignment.....	10
3. Requirements to this assignment.....	11
3.1 General requirement	11
3.1.1 Execution and scope assignment.....	11
3.1.2 Conflict of interest.....	11
3.1.3 Non-disclosure agreement technology suppliers	11
3.1.4 Requirement for Declaration of Subcontractors in Consortium Bids	11
3.1.5 Contact moments.....	12
3.2 Requirements relating to the review outcome	12
3.2.1 Familiarization with current Consultant's efforts	12
3.2.2 In-depth evaluation of Technical Feasibility Studies	13
3.2.3 Market Consultation and Financing & Organizational Models.....	13
3.2.4 Integration of Technical Feasibility Study Findings with Market Consultation Insights	14
3.2.5 Facilitation and Communication of Final Conclusions	14
3.3 Requirements for the team	15
3.4 Requirements relating to the prices/rates.....	15
3.5 Tax-related requirements.....	16
3.6 Invoicing requirements.....	17
4. Requirements concerning the Tenderer	18
4.1 Introduction	18
4.2 Exclusion Grounds.....	18
4.3 Suitability Requirements	19
4.3.1 <i>Reference data (technical qualifications)</i>	19
4.4 Professional/trade register extract	20
5. Award criteria and assessment	21
5.1 Introduction	21
5.2 Quality criteria.....	21
5.2.1 Award criteria relating to Quality of the project team.....	21
5.2.2 Award criteria relating to the Plan approach	23
5.3 Award criteria relating to prices/rates (exclusive of VAT)	24
6. Assessment of the Tender.....	25

6.1	Assessment of the Tender's completeness and legal validity	25
6.2	Assessment of requirements relating to the assignment.....	25
6.3	Assessment of award criteria relating to the assignment.....	25
6.4	Determination of definitive total score	25
6.5	Assessment of evidence.....	25
7.	Submission procedure for Tenders	27
7.1	Statement of agreement.....	27
7.2	Schedule.....	27
7.3	General procedure	27
7.3.1	<i>Communication</i>	27
7.3.2	<i>eHerkenning</i>	27
7.3.3	<i>Questions and additional information/changes</i>	28
7.3.4	<i>Validity period and submission of Tender</i>	28
7.3.5	<i>Variants on Tender</i>	28
7.3.6	<i>Costs of submitting a Tender</i>	28
7.3.7	<i>Termination of tendering process</i>	28
7.3.8	<i>Order of precedence of documents</i>	28
7.3.9	<i>Information about the Tenderer's obligations</i>	29
7.3.10	<i>Guide Information security and Privacy for suppliers</i>	29
7.3.11	<i>Inconsistencies and objections</i>	29
7.3.12	<i>Complaints procedure</i>	29
7.3.13	<i>Dispute resolution</i>	29
7.3.14	<i>Submission of the Tender</i>	29
7.3.15	<i>Structure and content of the Tender</i>	30
7.3.16	<i>Legally binding signature</i>	31
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i>	32
7.3.18	<i>Single Tender</i>	33
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	33
7.3.20	<i>Communication and language</i>	33
7.3.21	<i>General terms and conditions</i>	33
7.3.22	<i>Contract conditions</i>	34
7.3.23	<i>Explanation and verification of the Tender</i>	34
7.3.24	<i>Request for supplementary information concerning the Tender</i>	34
7.3.25	<i>Announcement of the award of the Contract</i>	34
	Annexes.....	35

Definition of terms

Tendering Authority	the Ministry of Economic Affairs and Climate Policy, on behalf of the Directorate Nuclear Energy
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' or 'contractor' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the 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 third-party review to check the results of the two parts of a feasibility study, namely a technical feasibility study and a Market Consultation, and to combine these results as part of the preparation for the construction of two new nuclear power plants in the Netherlands.

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

1.1 Tendering Authority

This tendering process is being conducted on the instructions of Directorate of Nuclear Energy of the ministry of Economic Affairs and Climate Policy (EZK). The Procurement Office (hereafter: IUC-EZK) will act as process manager during this tendering process.

The Ministry of Economic Affairs and Climate

The Ministry of Economic Affairs and Climate (hereafter: EZK, the Ministry or the Contracting Authority) stands for a sustainable and enterprising Netherlands. Together with its partners, EZK works to the prosperity of all Dutch people, now and later. EZK is working on a climate-neutral society and clean, reliable and affordable energy. EZK stands for an open economy with a strong international competitive position. EZK stimulates innovation and exploits the economic and social opportunities of digitisation. EZK gives entrepreneurs room to innovate and secures the balance between the interests of companies and consumers.

Directorate of Nuclear Energy

Although nuclear energy can play an important role in the energy transition due to its stable supply of carbon neutral energy, its share of Dutch energy supply is currently limited. The mission of the directorate for Nuclear Energy is to increase this share via three tasks:

- Realising the construction of two new nuclear power plants;
- Extend the lifetime of the existing Borssele nuclear power plant;
- Strengthening and extending the knowledge infrastructure regarding nuclear energy.

To achieve these tasks, the directorate consists of four clusters each addressing a different aspect of the construction preparation. The clusters address the matters of finance, governance and spatial planning. There is also a cluster dedicated to maintaining and expanding Dutch nuclear knowledge infrastructure.

1.2 Reason for this invitation to tender

The Netherlands, with the goal of reaching a sustainable future, aims to achieve climate neutrality by 2050, with a specific target of carbon neutrality of its energy supply by 2040. EZK, primary responsible for realising this target, is evaluating low carbon energy sources that can (significantly) contribute to the decarbonization of the Dutch electricity supply. In this evaluation, nuclear energy has been deemed a promising element of a carbon neutral energy supply.

The National Energy System Plan (NPE) outlines the government's long-term vision for a sustainable, integrated energy system in the Netherlands, laying the foundation for all sectors to become sustainable and achieve a climate-neutral society.¹ Among other things, underlines the potential of nuclear energy to complement renewable sources such as solar, wind, and geothermal energy, thereby enhancing the sustainability and durability of the Dutch energy mix and reducing reliance on imported gas. To harness this potential, the Dutch government plans to increase the

¹ Nationaal Plan Energiesysteem: [file \(overheid.nl\)](https://www.energiesysteem.nl) (in Dutch).

role of nuclear power via two developments. The operational lifespan of the Borssele nuclear power plant will be extended beyond 2033, albeit subject to stringent safety considerations. Furthermore, the Dutch cabinet plans to arrange for the construction of two additional nuclear power plants, with preceding preparatory steps to the construction including facilitating exploratory studies by commercial operators, fostering innovation, conducting tender procedures, assessing public authority contributions (financial or otherwise), and preparing necessary legislation.

In preparation of the construction of new nuclear power plants, EZK is currently engaged in a comprehensive feasibility study, conducted in collaboration with three potential technology suppliers of large-scale nuclear power plants: Westinghouse, EDF and KHNP (hereafter: technology suppliers or vendors). This study bifurcates into three Technical Feasibility Studies and a Market Consultation for each technology provider.

- Technical Feasibility Study: This segment is driven by the technology suppliers to ascertain the compatibility of their proposed designs with the specific Dutch context, encompassing technical, legal, and spatial considerations.
- Market Consultation: Conducted in parallel with the Technical Feasibility Studies, the Market Consultation aims to gauge the conditions and prerequisites under which market parties are willing to finance nuclear energy projects in the Netherlands. It also seeks to determine the extent and manner of State involvement in the project's financing, given the established need for State participation in funding nuclear energy ventures.

In communications with parliament, the Minister emphasized the government's strategy to accelerate the preparations for building two new nuclear power plants and reduce related risks. The government has opted to initiate the feasibility study ahead of the technology suppliers' selection tender, thereby laying the groundwork for informed and strategic decision-making.

Upon the completion of the Technical Feasibility Studies and Market Consultation, the Dutch cabinet will deliberate and reach a political decision concerning the design and financing of the new nuclear power plants. Furthermore, the validated TFS data shall be used in various aspects and stages of the project procedure. To ensure the integrity and applicability of these studies, EZK requires an unbiased third-party review. This review will evaluate the methodologies and findings of both the Technical Feasibility Studies and Market Consultation and combine all results of the evaluation into a comprehensive report that guides and informs the decision-making process.

EZK invites qualified parties to submit a proposal for this Third-Party Review, ensuring a transparent and comprehensive evaluation of the feasibility study, thereby ensuring the usability and correctness of the technical data yielded by the feasibility study and paving the way for a well-informed political decision regarding a nuclear power plant design.

1.3 Time schedule

The schedule below applies to this tendering process.

4 April 2024	Issuing of publication, start of tendering period.
25 April 2024 before 13:00 p.m. (note: Dutch time)	deadline for the Tenderer to submit questions regarding this Tender Document, the general terms and conditions.
14 May 2024	Issuing of the Memorandum of Information
27 May 2024 before 16:00 p.m. (note: Dutch time)	Deadline for the receipt of Tenders and opening of Tenders by the Tendering Authority.
28 May 2024 up to and including 17 June 2024	Assessment of Tenders.
18 June 2024	Announcement of the award of the Contract.
3 July 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
8 July 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.
11 July 2024	Starting date of Assignment (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

As described above in paragraph 1.2, the outcomes of the Technical Feasibility Studies and Market Consultations should be evaluated by an independent third party. The scope and responsibilities for this assignment and of this third party are outlined in the following five stages:

1. Familiarization with Current Consultation Efforts

As a third party, you shall initially collaborate with the Contracting Authority's current consultants involved with the preparation of the feasibility study to gain comprehensive knowledge of ongoing Technical Feasibility Studies and Market Consultations. This stage is critical to understanding the groundwork laid for the project, including the technical specifications of the scope of work of deliverables and the nuances of the Market Consultation process. You will assimilate this information to ensure a seamless transition into their evaluative duties.

2. In-depth evaluation of Technical Feasibility Studies

Your responsibility extends to a comprehensive analysis of the three Technical Feasibility Studies conducted by the companies experienced in building Generation III+ nuclear power plants. The evaluation of the Technical Feasibility studies encompasses the following aspects:

- Methodological soundness: You will assess the robustness and appropriateness of the methodologies employed in the studies. This includes evaluating the scientific and technical approaches used for assessing safety standards, environmental impact, site suitability, and other key factors. You are to ensure that these methodologies align with good engineering practices and are capable of producing reliable and valid results.
- Compliance with Dutch laws and regulations: You will conduct the examination of the studies' compliance to Dutch safety and regulatory standards. This includes, but is not limited to ARBO regulation, Building decree, the Environment and Planning Act and other civil regulatory requirements.
- Suitability of designs for the designated location: You are to critically analyse whether the proposed designs are suitable for the preferred location. This includes evaluating space requirements, the feasibility of cooling systems without towers, and logistical considerations for construction.
- Costs and timelines assessment: You are to scrutinize the estimated costs and timelines provided in the studies, ensuring they are based on realistic and comprehensive financial and project management models. This includes validating the cost projections and timelines against industry standards and similar projects.
- Local conditions consideration: In alignment with the known local conditions, you are tasked with extensively covering aspects crucial to the locality's social, environmental, and economic framework. This entails a meticulous consideration of for instance logistics, workforce numbers, and noise impact to evaluate how well the Feasibility Study aligns with or diverges from local protective measures and community expectations. You are to evaluate and provide insights into the extent of compliance and identify potential modifications and their costs in the Feasibility Study to better meet these local requirements.

Furthermore, you are to observe the following aspects regarding the result of this stage:

- Overall feasibility and viability: The culmination of your analysis is to provide an unbiased judgment of the technical data regarding the overall safety, feasibility, and financial viability of the proposed designs. This judgment will be based on a holistic evaluation of the methodologies used, the data collected, and the conclusions drawn in the Technical Feasibility Studies.
- Communication with technology suppliers: You are required to engage in close collaboration with the technology suppliers in instances where you identify any issues concerning the feasibility of the technology supplier's design. This collaboration should be initiated promptly and effectively whenever you recognize potential challenges or concerns related to the practicality, functionality, or compliance of the proposed design.

3. Evaluation of Market Consultation results

You are to evaluate the outcomes of the Market Consultation, which are instrumental in determining the technical and financial conditions under which the nuclear power plants can be constructed in the Netherlands. The evaluation of these results will include:

- The third party review will focus on reviewing the feasibility of the proposed governmental support packages and its potential implication on next steps in the process (tender, permitting, construction);
- Evaluate the conclusions of the Market Consultation based on the used data and methods;
- Assess the risks of the proposed Governmental Support Package(s).

4. Merging the results of the Technical Feasibility Studies and the Market Consultation

Having assessed the results of the Technical Feasibility Studies and Market Consultation in stage 2 and 3, the you will merge these results and check for inconsistencies and gaps in the data provided by both segments of the feasibility study. You will then inquire with the parties involved (technology suppliers and consultants) to gather the data necessary to mend identified gaps and inconsistencies.

5. Drafting the final conclusion

Upon completion of the evaluation of both the Feasibility Studies and Market Consultation outcomes, you will draft the final conclusions regarding the data supplied by both the technical Feasibility Study and the Market Consultation. This will be an interactive process; Contractor will involve the Contracting Authority during six rounds dedicated to giving feedback.

These conclusions will aid political decision-makers in determining the viability of power plant designs for initiating the tendering process for the construction of the two nuclear power plants. The Contractor's contribution will include articulating the risks identified, the preventative or mitigative measures proposed, and the overall appropriateness and realization of the approaches taken by the technology suppliers. The final report will encapsulate all findings and recommendations, providing a comprehensive and factual basis for political decision-making regarding this project.

The final report will primarily be directed towards parliament in order to make a political decision to determine whether the Dutch nuclear program has a mandate to proceed with preparations for new nuclear power plants. In this context, members of parliament can pose related questions. You are to remain available after the final report to assist the Contracting Authority with answering these questions. The final report shall consist of a public section, intended for publication, and a confidential section, containing information whose disclosure will be submitted to parliament through a confidential process in line with executed NDA's (see chapter 3.1.3).

2.2 Lots

The invitation to tender has not been divided into lots, because the five stages in the assignment are inextricably linked.

2.3 Assignment Period

Stages 1 through 4 of the assignment must be completed within a 3-month period, starting on July 11, 2024, and ending on October 11, 2024. While deviations from this timeline are permissible, they should not extend beyond the designated scope of the assignment. Following this initial period, an additional 3 months, ending on January 10, 2025, will be allocated for completing stage 5 in month 4 and any further technical advisory services the Contracting Authority may require related to stage 5.

2.4 Scope of the assignment

The Contracting Authority has estimated a total maximum assignment value of €2.000.000,- (exclusive of VAT). Note that this maximum value encompasses technical advice up to six months and covers the provision of responses to parliamentary inquiries and readiness for related tasks.

The maximum assignment value is not include a provisional sum of (at most) € 200.000 (exclusive of VAT). This sum is reserved for any extra or additional unforeseen costs (to be assessed by the Contracting Authority), which may arise during the execution of the assignment (e.g. political changes, environmental factors and parliamentary inquiries).

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.

3.1 General requirement

3.1.1 Execution and scope assignment

3.1.1.1.	Contracting Authority will rely on the expertise of the Contractor to determine the feasible timeline for the execution for the third party review. However, since the third party review must be based on data supplied by the Technical Feasibility Studies, Market Consultation and the consultants involved, deviations from a three month term must remain within the scope of using those supplied data (see also chapter 2.3).
3.1.1.2.	No deviations from the three months term must stem from the repetition of (parts of) the feasibility study.

3.1.2 Conflict of interest

3.1.2.1.	The execution of the technical feasibility study and the Market Consultation, conducted by the technology supplier, play a critical role in informing the future competition-based tender process. To ensure a fair and unbiased approach ² and prevent a conflict of interests, it is imperative that you maintain complete impartiality and independence from the technology providers involved in the execution of the Third-party Review.
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3.1.3 Non-disclosure agreement technology suppliers

3.1.3.1.	You are required upon execution to sign a confidentiality agreement with each technology supplier to ensure the confidentiality of information obtained during the technical feasibility study and market consultation stages, thus maintaining the integrity of the procurement process.
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3.1.4 Requirement for Declaration of Subcontractors in Consortium Bids

3.1.4.1.	If the bidding entity is a consortium, it is mandatory to declare all subcontracting parties in the submitted bid.
3.1.4.2.	Each subcontractor identified must be exclusive to one bid only; no subcontracting party may be included in multiple bids.

² Although independency is critical condition for an unbiased third-party review, conducting this review does not bar the Contractor from participating in tenders for succeeding preparatory steps.

3.1.5 Contact moments

3.1.5.1.	You must regularly coordinate and consult with the Contract Authority during the execution.
3.1.5.2.	Consult(ations) are (mainly) digital.
3.1.5.3.	The kick-off and final presentations must take place at the Contracting Authority's offices in the Hague, the Netherlands.

3.1.6 Language

3.1.6.1.	The spoken language for this assignment is English.
3.1.6.2.	The results should be delivered in the English language.

3.2 Requirements relating to the review outcome

By submitting a tender, tenderer acknowledge their agreement to the specified requirements and express a solid commitment to meet the expectations of the Contracting Authority.

3.2.1 Familiarization with current Consultant's efforts

3.2.1.1.	You are expected to actively collaborate with the Consultants currently assisting the Contracting Authority in conducting the feasibility study. This collaboration aims to gain a thorough understanding of the methodologies, processes, and standards used in the studies.
3.2.1.2.	You are expected to familiarize yourself with the specific inquiry methods employed by the Consultant, including the design of the questionnaires for technology suppliers. This involves understanding how these questionnaires are structured to elicit detailed information about potential design risks and solutions specific to the Dutch context.
3.2.1.3.	You are expected to understand the response format developed by the Consultant to ensure that the government can compare the technology suppliers' responses effectively. This includes a grasp of how the responses are evaluated for completeness, accuracy, and relevance to the Dutch environment.
3.2.1.4.	You are expected to be involved in the gap analysis process conducted by the Consultant. This involves reviewing the completeness of topics covered by Contracting Authority and partner inputs, identifying any missing critical information, and understanding the methodologies for obtaining such information.
3.2.1.5.	You are expected to provide insights and advice to further enhance the quality of the feasibility study. This includes suggesting improvements in information gathering, risk mitigation strategies, and ensuring that the study aligns with the overall objectives of Contracting Authority.
3.2.1.6.	You are expected to maintain continuous communication with the Consultant to ensure that insights from the feasibility study and the Market Consultations are integrated effectively to ensure that the Contractor's analysis is based on the most current and comprehensive data available.

3.2.2 In-depth evaluation of Technical Feasibility Studies

3.2.2.1.	You are expected to evaluate the execution of the feasibility study conducted with three potential technology suppliers for large-scale nuclear power plants, ensuring it aligns with the outlined objectives.
3.2.2.2.	You are expected to assess how the study accelerates the tendering process, identifies early design changes to reduce delays, enhances information for political decision-making, and increases cost competition.
3.2.2.3.	You are expected to critically examine the scope of the technical feasibility study, ensuring it encompasses all necessary elements for a robust analysis.
3.2.2.4.	You are expected to analyze the questionnaire format used by the consultant to gauge the technology suppliers' ability to identify and mitigate design risks, particularly those unique to the Dutch context.
3.2.2.5.	You are expected to scrutinize the input information provided by the Contracting Authority and its partners for completeness. This includes reviewing the site survey, cooling water study, and relevant regulations (Authority for Nuclear Safety and Radiation Protection (ANVS) and Rijkswaterstaat)
3.2.2.6.	You are expected to assess the gap analysis performed by the consultant, including the identification of missing critical information and recommendations for acquiring it.
3.2.2.7.	You are expected to examine how the current Consultant developed the response format for comparing the technology suppliers' inputs in the feasibility study.
3.2.2.8.	You are expected to evaluate the suppliers' identification and mitigation strategies for the greatest design risks within the Dutch context.
3.2.2.9.	You are expected to ensure that the feasibility study meets high-quality standards, given the highly technical nature and significant interests involved.
3.2.2.10.	You are expected to confirm that the study optimizes the objectives and advantages of conducting a technical feasibility study in the early stages, within the limitations of time and budget.
3.2.2.11.	You are expected to verify that the feasibility study complies with relevant Dutch and European regulations, including safety, environmental, and construction standards.
3.2.2.12.	You are expected to evaluate the study's adherence to the European Requirements for Generators and the Dutch Electricity Act.
3.2.2.13.	You are expected to provide recommendations based on the review findings, suggesting potential areas for improvement or further investigation.
3.2.2.14.	You are expected to outline any additional steps or considerations necessary for advancing the tendering process and project development.

3.2.3 Market Consultation and Financing & Organizational Models

3.2.3.1.	You are expected to ascertain whether the findings of the Market Consultation are feasible and therefore comply with the Dutch legal context
3.2.3.2.	You are expected to critically assess the professional advisory report on various components of a Government Support Package and the mapping of the preferences and dependencies of the technology suppliers when it comes to financing structures.
3.2.3.3.	You are expected to review the presented principles regarding the business case and potential financial implications for the Dutch government.
3.2.3.4.	You are expected to assess the effectiveness and thoroughness of the Market Consultation process, focusing on its alignment with the project objectives and the realistic depiction of commercial and governmental perspectives.
3.2.3.5.	You are expected to evaluate the approach taken in Market Consultation sessions, including the content prepared, questions formulated, and the analysis of the outcomes.
3.2.3.6.	You are expected to examine how the consultation findings have informed the Government Support Package and organizational models, and the potential impact on and risks for the Dutch government and economy.
3.2.3.7.	You are expected to ensure that the methodologies used in the study are robust, appropriate, and comply with relevant Dutch standards and regulations.

3.2.3.8.	You are expected to conduct a critical review of the final advisory report to ensure that it thoroughly addresses the prerequisites, financing and organizational models, insights from Market Consultation, and findings from the interdepartmental process. Evaluate the clarity, comprehensiveness, and suitability of the report for both internal and (partial) external publication.
3.2.3.9.	You are expected to verify that the results and findings are communicated effectively and transparently, to all relevant stakeholders, including the relevant ministries.

3.2.4 Integration of Technical Feasibility Study Findings with Market Consultation Insights

3.2.4.1.	You are expected to merge the insights from the Technical Feasibility Studies and the Market Consultation outcomes. This involves a thorough analysis to ensure that the technical findings from the feasibility study do not show discrepancies with the market realities and expectations revealed during consultations. Evaluate and ensure that the technical outcomes from both sources complement each other and maintain a logical consistency. This includes a critical review of how the proposed designs, safety assessments, environmental impacts, and cost estimates from the feasibility studies align with the Market Consultation and expectations.
3.2.4.2.	You are expected to cross-validate the technical outcomes and market insights, scrutinizing for any contradictions or discrepancies to establish the credibility and reliability of the combined findings. The integrated analysis must align with the overarching goals of the nuclear power plant project, including adherence to Dutch regulations and safety standards.
3.2.4.3.	You are expected to ensure that the merged outcomes support these goals and comply with the necessary legal frameworks.
3.2.4.4.	You are expected to identify and resolve, by way of communicating with the technology providers, any potential conflicts or inconsistencies between the Technical Feasibility Studies and the Market Consultation.
3.2.4.5.	You will review the deliverables provided by three technology providers, with a maximum of 100 man-months available for posing questions to each technology provider.

3.2.5 Facilitation and Communication of Final Conclusions

3.2.5.1.	You are expected to formulate the final conclusions drawn from the integrated results of the Technical Feasibility Studies and Market Consultations.
3.2.5.2.	The final conclusions should be incorporated in the form of a letter to be tailored for presentation to the Dutch parliament and cabinet so that they will be comprehensive, clear and actionable.
3.2.5.3.	You are expected to involve the Contracting Authority by formulate the final conclusions. You should reserve a maximum of six rounds of feedback for this purpose.
3.2.5.4.	You are expected to keep capacity available to assist the Contracting Authority in answering parliamentary questions emanating from the political discussion on the subject of the final report
3.2.5.5.	You are expected to function as an intermediary, adept at presenting complex technical data in a manner that is easily understandable to decision makers and local communities. This involves translating intricate technical concepts into accessible language and, conversely, converting questions or concerns from non-technical stakeholders into precise technical inquiries for further examination.

3.2.5.6.	In all communications and reports, you are expected to prioritize accessibility, ensuring that the material is engaging and understandable for all stakeholders, regardless of their technical background.
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3.3 Requirements for the team

The team composition for this assignment should include at least the following five roles:

3.3.1.	Project lead	Has extensive experience with leading interdisciplinary teams handling complex nuclear technical specifications. Also has considerable personal experience with, and knowledge of large scale nuclear energy projects (illustrate in CV)
3.3.2.	Technical specialist	Has extensive experience with interpreting and analysing the technical specifications of large scale nuclear power plants and has relevant expertise in this area (illustrate in CV).
3.3.3.	Legal and regulatory advisor	Has knowledge of and extensive experience with relevant Dutch and EU laws and regulations, especially pertaining to environmental protection, spatial planning, construction standards and safety requirements (illustrate in CV).
3.3.4.	Stakeholder engagement manager	Has experience with successful stakeholder management in large scale infrastructure projects, especially in a cases with a sensitive (and possibly adverse) public opinion. Also has skill in communicating a technically complex subject matter to non-specialist audiences (illustrate in CV).
3.3.5.	Risk analyst	Has expertise and experience in identifying and analyzing identified risks in a large scale nuclear construction project, and is able to communicating the evaluation of these risks, along with mitigating measures, to the Contracting Authority (illustrate in CV).

3.4 Requirements relating to the prices/rates

3.4.1.	The maximum total price for execution of the assignment is not higher than € 2.000.000,- excluding VAT.
3.4.2	The maximum total price is excluding a provisional sum of € 200.000 (exclusive of VAT). The Contract Authority can use this provisional sum during the execution of the assignment for any extra or additional unforeseen costs (e.g. political changes, environmental factors and parliamentary inquiries).
3.4.3.	You provide the maximum total price for the execution of the assignment. You use your own format. You will specify the following information in te format: - Stage 1 is based on an effort to carry out stages 2 to 5. You may not charge more than 240 hours for this. - Stages 2 to 5 are based on results. You describe per stage (also stage 1): • The number of hours per consultant to be deployed; • The total number of hours for the stage; • The hourly rate (excluding VAT) per consultant; • The total price (excluding VAT) for the stage. -The maximum total price (added together) for the execution of the entire commission stages 1 to 5. You will charge on the basis of actual realised costs up to the maximum total price (also see 3.6.1).

3.4.4.	The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
3.4.5.	The maximum total price (excluding the consistency, see 3.4.2.) must fit in the bandwidth of €1.750.000,- (minimum price) to €2.000.000,- (maximum price) excluding VAT. When offering the total price, You must take into account the fact that the total price must fit within this bandwidth. If the total price is higher or lower than the bandwidth, Your tender will be rejected and will not be assessed further.
3.4.6.	The agreed (maximum) rates are fixed and invariable for the duration of this Contract.
3.4.7.	You will not submit any zero or negative prices, rates and hours.
3.4.8.	You will provide a budget with fixed hourly/daily rates, specified according to the various duties. You will also give the maximum total price (see 3.4.3.). The Contractor will charge on the basis of actual realised costs up to the maximum total price (also see 3.6.1).

3.5 Tax-related requirements

3.5.1.	You will indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (<i>Belastingdienst</i>) or other tax authorities
3.5.2.	You will quote the prices according to the following structure: • the amount excluding Dutch VAT and any VAT due outside the EU; • the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and; • the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
3.5.3.	If the Contractor indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
3.5.4.	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.
3.5.5.	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.
3.5.6.	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.
3.5.7.	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.

3.6 Invoicing requirements

3.6.1	Payment of the assignment is made on the basis of actual hours/costs worked retrospectively per month up to 75% of the maximum total price. 25% of the actual hours worked shall only be paid by the Contract Authority after delivery and approval of the final result.
3.6.2.	You must enclose a statement of the actual hours(/days) worked in accordance with the applicable rates when invoicing.
3.6.3.	For companies established in the Netherlands only <u>E-invoicing</u> 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.

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 European Single Procurement Document (annex 3):

- 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.

You must complete the 'European Single Procurement Document', print it out and then legally sign it (see paragraph 7.3.16).

By signing the 'European Single Procurement Document', you declare that your company is based in one of the participating GPA countries³. Only Participating GPA countries are allowed to tender.

See paragraph 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.

³ [WTO | Government procurement - The plurilateral Agreement on Government Procurement \(GPA\)](#)

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. An equivalent form from the country (outside the EU) where the registrant is based is sufficient.

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 '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 Reference data (technical qualifications)

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

Competence 1: Legislation and regulation	Demonstrate comprehensive and up-to-date knowledge of and experience with the pertinent Dutch legislation and regulatory frameworks applicable to nuclear power plants in general. This includes, but is not limited to, environmental regulations, Civil infrastructure building regulations, safety standards, and industry-specific legal requirements.
Competence 2: NPP development	Demonstrate knowledge and experience of integrating geospatial and legal knowledge in the context of nuclear power plant development, taking into account factors such as site selection, environmental impacts, public safety.
Competence 3: Prior experiences	Demonstrate a proven track record of assessments involving large scale infrastructure projects regarding energy in comparable geospatial and legal environments.

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

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the 20 (twenty) 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

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

Evidence (do submit together with the Tender – the reference's must only signed by the referee as requested by the Tendering Authority) (see annex 4):

If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

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

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. 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 3.

A maximum of **1.000 points** can be obtained for your response to the award criteria.

Nr.	Award criteria	Weighting factor / number of points
1	Quality of the project team	500 points
2	Plan approach	350 points
3	Price	150 points
Total		1.000 points

5.2 Quality criteria

5.2.1 Award criteria relating to Quality of the project team

You include in your Tender a description of the team to be deployed. This will include as topics:

- An brief description of the employees to be deployed, including names and positions of employees who will perform the work (more detailed CVs should be added in an annex);
- A description of the envisaged role/task distribution of the employees involved - including the deployment in hours - of the employees involved in this assignment.
- A description of how, through the composition of the team to be deployed, the quality level of the assignment. Relevant projects might include (descending from most desired):
 - A. Experience in analysing and processing (complex) technical specifications in nuclear energy projects:
 - I. In the EU
 - II. Outside the EU
 - B. Experience in analysing and processing (complex) technical specifications in large scale infrastructure projects (costs exceeding 0,5 billion euros), pertaining to energy:
 - I. In the EU
 - II. Outside the EU
 - C. Experience in analysing and processing (complex) technical specifications in large scale infrastructure projects (costs exceeding 0,5 billion euros) not pertaining to energy:
 - I. In the Netherlands
 - II. In the EU; outside the Netherlands
 - III. Outside the EU
 - D. Specialized Roles in Reviewed Nuclear Projects: Experience in various roles within reviewed new build nuclear power plant projects, such as safety analysis, environmental impact assessment, and regulatory compliance.
 - E. Feasibility Studies in the Nuclear Field Beyond New Builds: Involvement in setting up or reviewing feasibility studies for nuclear field projects not directly related to new builds, such as decommissioning and waste management.
 - F. Diverse Expertise in Nuclear Engineering: Broad experience in other roles within nuclear engineering that contribute to a comprehensive understanding of the field, supporting a nuanced and informed third-party review process.

Note: In your offer, you will also indicate the extent to which the knowledge and experience of the staff to be deployed matches the work to be performed in the evaluation study, as stated in the requirements in sections 3 and 4.

Indicatively, the guideline is that the number of pages devoted to the (brief) description of the quality of the team to be deployed is 6 (six). More extensive CVs should be included in the appendices.

Assessment aspects (all aspects carry equal weight):
• The extent to which the knowledge and experience level of the project team is sufficient for the successful completion of the assignment. • The extent to which the team composition is sufficient for the successful execution of the assignment. • The extent to which the project team has experience in relevant projects as described in points A to F above.

The assessment team uses the scale below to weight the quality of the team:

Quality of the response <i>Team</i>	Weighting percentage of the maximum points available per preference
Very adequate: The team not only fulfils, but also significantly surpasses all expected standards. The depth of expertise, commitment, and synergy within the team is exceptional, guaranteeing that every aspect of the project will be addressed with the utmost care and professionalism and anticipates future needs.	500 points
Good Adequate: The team exceeds basic expectations by showcasing greater depth in technical expertise and a more cohesive team composition. They offer additional insights and methodologies that can potentially enhance the project's outcomes.	375 points
Sufficient Adequate: While the team meets the minimum qualifications, they provide just enough expertise and team synergy to carry out the project without offering significant added value or innovative approaches.	100 points
Inadequate: The team fails to meet the basic requirements, lacking in essential technical expertise or team dynamics needed for the successful execution of the third party review of the technical feasibility study and market consultation.	0 points (Knock-out)
No response was provided to the question. Indicates a complete lack of engagement or commitment from the team, disqualifying them from further consideration due to the absence of essential information needed to evaluate their capability and approach to the project.	0 points (Knock-out)

If the score is lower than "Sufficient Adequate", the Tender will be excluded from further participation in the award procedure.

5.2.2 Award criteria relating to the Plan approach

You attach the Plan of Action to your offer. The Plan of Action must include:

- A brief interpretation of the assignment; outline your understanding of the assignment's scope, emphasizing your grasp of its objectives and expected outcomes.
- A description of how you envisage the cooperation with the Contracting Authority.
- A description of the process to be followed by stages 1 to 5, detailing the different steps are elaborated and indicating what work will be carried out. In fine detail:
 - *Stage 1*: Detail your approach for familiarizing with current consultant's efforts specifying how you will integrate with the existing team and acquire necessary information.
 - *Stage 2*: Explain your methodology for evaluating the Technical Feasibility Studies, including your criteria for methodological soundness, compliance checks, design suitability and financial assessments.
 - *Stage 3*: Describe how you will assess the Market Consultation results, focusing on the analysis of governmental packages, conclusions' validation and risk assessment
 - *Stage 4*: Outline your strategy for merging Technical Feasibility and Market Consultation findings, including your process for identifying and addressing data inconsistencies and gaps.
 - *Stage 5*: Describe your approach for drafting the final conclusions, including your plan for interactive feedback rounds with Contracting Authority and how you will articulate identified risks and recommendations.
 - A schedule that aligns with *each stage*, providing a clear timeline for deliverables and critical milestones
 - Describe the potential risks associated with *each stage* of the implementation process and concrete mitigation measures for these risks.

Note: In the plan of action, keep in mind the description and requirements set out in sections 2 and 3 of this document.

Indicatively, the guideline is that the number of pages to be devoted to the plan of action should be is twenty (20).

Assessment aspects (all aspects carry equal weight):
• The extent to which you show that you understand the purpose of the assignment and can perform the assignment satisfactorily within the specified time period and budget. • The extent to which you can outline how timely and effective communication and cooperation with the Contracting Authority will be established and maintained for the duration of the contract. • The extent to which you approach and methods for stages 1 to 5 guarantee the plan to achieve the required results is feasible and realistic. • The extent to which you identify potential risks and you demonstrate that you are proactive in managing and minimising potential challenges during the assignment.

The assessment team uses the scale below to weight the quality of the plan of action:

Quality of the response <i>Plan of approach</i>	Weighting percentage of the maximum points available per preference
Excellent: The description of the plan of approach significantly exceeded expectations. The plan is so well thought out, fully consistent and very convincingly described. In addition, the plan offers demonstrable extras that create added value and therefore goes far beyond expectations.	350 points
Good: The description of the plan of approach exceeded expectations and . The plan offers no extras in this, but exceeds expectations because it is well thought out, aligned and convincingly described.	240 points
Sufficient: The description of the plan of approach sufficiently met our expectations. The requested criteria points are reflected in the offer and it meets the expectations.	55 points
Poor: The description of the plan of approach did not completely meet our expectations and displays shortcomings with regard to certain aspects.	0 points (Knock-out)
No response was provided to the question.	0 points (Knock-out)

If the score is lower than "Sufficient", the Tender will be excluded from further participation in the award procedure.

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

You attach a justification of the maximum total price for execution of the assignment. In this justification of the maximum total price, you must take into account the requirements, as mentioned in chapter 3 (explicitly 3.4.). The provisional sum of €200.000 must not be included in your pricing schedule.

An absolute scoring methodology is used to assess your maximum total price. This method converts your price into a score. A bandwidth of €1.750.000,- (minimum price) to €2.000.000,- (maximum price) excluding VAT is used. When offering the total price, You must take into account the fact that the total price must fit within this bandwidth. If the total price is higher or lower than the bandwidth, your Tender will be rejected and will not be assessed further. The bandwidth can be found below.

Lowest possible total price	€1.750.000,- excluding VAT
Highest possible total price	€2.000.000,- excluding VAT
Bandwidth	€250.000,- excluding VAT

The basis for the number of points to be achieved for this criterion is your total price (the final score is rounded to two decimal place). The lowest possible total price receives 150 points, the highest possible total price receives 0 points.

Example: the formula is as followed:

$((\text{highest possible total price } \text{€ } 2.000.000,- - \text{your total price}) / \text{total bandwidth } \text{€ } 250.000) \times 150$ points

This implies that:

- At a price of 1.750.000,- you receive 150 points
- At a price of 1.870.000,- you receive 78 points
- At a price of €1.940.000,- you receive 36 points.
- At a price of €2.000.000,- you receive 0 points.

Your maximum total price must be in Euros (€). Please note, that your maximum total price in Euros (€) does not exceed the max. of €2.000.000,-.

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 (where possible, see section 3.2). 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 Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion: price. 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.

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): IUC.accountEZK@rvo.nl for the attention of: Mrs. G. Krijgsman.

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 2.

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 3 to this Tender Document	European Single Procurement Document	Print, fill in, legally sign and add to TenderNed
Award criteria	Tender, including response to the Contracting Authority's requirements (see Chapter 5). Please note: do not forget your hours commitment.	Add to TenderNed
'Prices/Rates' annex	Separately quoted prices/rates including maximum total price, excluding VAT.	Add to TenderNed

Invoicing	In order for the invoice to be processed, please include the following information in your Registration: - NAW data; - Chamber of Commerce number; - Place of business; - Bank details. For companies established in the Netherlands only <u>E-invoicing</u> 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.	Include in Tendered.
Annex 4 to this Tender Document	Reference Statements	Completed Add to TenderNed
Optional components and annexes	All other components/attachments necessary for your tender.	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 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.

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 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) Terms.

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: ARVODI-2018

Annex 2: Complaints Procedure

Annex 3: European Single Procurement Document

Annex 4: References statement

Annex 5: Draft Public Contract (ARVODI-2018)