



Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for a 2050 Security of Supply Monitoring and Assurance study

Publication date: March 27, 2024
Reference: 202311059

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	6
2. Description of assignment	7
2.1 Description and objective of the assignment.....	7
2.1.1 <i>Scope of the project</i>	7
2.1.2 <i>Activities</i>	8
2.1.3 <i>Organization</i>	9
2.2 Final result.....	9
2.3 Lots	9
2.4 Contract Period.....	9
2.5 Scope of the assignment.....	9
3. Requirements to this assignment	10
3.1 Requirements relating to the assignment	10
3.2 Requirements relating to project planning	10
3.3 Requirements relating to project leader	10
3.4 Requirements relating to the budget, prices and rates	10
3.5 Tax-related requirements.....	10
3.6 Invoicing requirements	11
3.7 Environmental requirements	11
4. Requirements concerning the Tenderer	12
4.1 Introduction	12
4.2 Exclusion Grounds.....	12
4.3 Suitability Requirements	13
4.3.1 <i>Reference data (technical qualifications)</i>	13
4.4 Professional/trade register extract	13
5. Award criteria and assessment.....	15
5.1 Introduction	15
5.2 The fixed entry price	15
5.3 Quality criteria.....	16
5.3.1 <i>Award criteria relating to the project plan</i>	16
5.3.2 <i>Award criteria relating to the vision</i>	16
5.3.3 <i>Award criteria relating to the project planning</i>	17
5.3.4 <i>Award criteria relating to the project team and expertise</i>	17
5.4 Assessment method for qualitative award criteria	18
6. Assessment of the Tender	20
6.1 Assessment of the Tender's completeness and legal validity	20
6.2 Assessment of requirements relating to the assignment.....	20
6.3 Assessment of award criteria relating to the assignment.....	20
6.4 Determination of definitive total score	20
6.5 Assessment of evidence.....	20
7. Submission procedure for Tenders	22
7.1 Statement of agreement.....	22
7.2 Schedule.....	22
7.3 General procedure	22
7.3.1 <i>Communication</i>	22
7.3.2 <i>eHerkenning</i>	22
7.3.3 <i>Questions and additional information/changes</i>	22
7.3.4 <i>Validity period and submission of Tender</i>	23
7.3.5 <i>Variants on Tender</i>	23
7.3.6 <i>Costs of submitting a Tender</i>	23
7.3.7 <i>Termination of tendering process</i>	23
7.3.8 <i>Order of precedence of documents</i>	23
7.3.9 <i>Information about the Tenderer's obligations</i>	23
7.3.10 <i>Guide Information security and Privacy for suppliers</i>	24
7.3.11 <i>Inconsistencies and objections</i>	24
7.3.12 <i>Complaints procedure</i>	24
7.3.13 <i>Dispute resolution</i>	24
7.3.14 <i>Submission of the Tender</i>	24
7.3.15 <i>Structure and content of the Tender</i>	25
7.3.16 <i>Legally binding signature</i>	25
7.3.17 <i>Submission of a Tender in collaboration with other organisations</i>	26
7.3.18 <i>Single Tender</i>	27
7.3.19 <i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	27
7.3.20 <i>Communication and language</i>	27
7.3.21 <i>General terms and conditions</i>	27

7.3.22	<i>Contract conditions</i>	27
7.3.23	<i>Explanation and verification of the Tender</i>	27
7.3.24	<i>Request for supplementary information concerning the Tender</i>	27
7.3.25	<i>Announcement of the award of the Contract</i>	28
Annexes		29
	Annex 1: ARVODI-2018	29
	Annex 2: Complaints procedure	29
	Annex 3: References	29
	Annex 4: Example sheet price per point	29
	Annex 5: Concept contract	29
	Annex 6: European Single Procurement Document	29

Definition of terms

Tendering authority	The Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <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' 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 – 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.
Energy system	The production, import, conversion, storage, transportation and use of all energy carriers. Including those used as feedstock and for international transport.

Energy security

The availability of energy at all times in various forms, in sufficient quantities, and at reasonable and/or affordable prices

Energy carrier

Substance or phenomenon that contains energy and that can be used to perform mechanical work or produce heat, such as oil, gas, electricity, hydrogen, biomass.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for a framework for the monitoring of long term security of supply for the Dutch energy system.

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

1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted on the instructions of Ministry of Economic Affairs and Climate (after this: EZK), specifically the Directorate Strategy for the Energy System and the Directorate Energy Markets. IUC-EZK will act as process manager during this tendering process.

The Ministry of Economic Affairs and Climate

EZK stands for a sustainable and enterprising country. Together with its partners, EZK works on the prosperity of all Dutch people, now and in the future. EZK connects and innovates. EZK works towards a climate-neutral society with clean, reliable and affordable energy. The ministry stands for an open economy with a strong international competitive position. EZK stimulates innovation and takes advantage of the economic and social opportunities of digitalization. EZK gives entrepreneurs space to innovate and to safeguard the balance between the interests of companies and consumers.

1.2 Reason for this invitation to tender

To achieve the goals of the Paris climate agreement, the future energy system of the Netherlands and the European Union (EU) will have to be climate neutral. One of the requirements of this energy system is that it must also be secure. Energy security is to a considerable extent determined by security of supply: the certainty that the Netherlands and the EU will be able to obtain the amount of energy and energy related resources externally it needs to thrive, also in shifting geopolitical circumstances. The current frameworks to secure supply are related to an energy system based on fossil fuels, natural gas and oil in particular. Current policies are therefore focused on securing the supply of these resources. The future energy system will move away from fossil fuels and relies on fossil free electricity, hydrogen, renewable carbon and renewable heat. This fundamental shift translates necessarily into a whole new framework to monitor and secure security of supply as a key pillar of energy security. This new framework is the focus of this tender as the Contracting Authority will need this framework to monitor future security of supply closely and be able to design policies to secure the stability of a future energy system.

1.3 Time schedule

The schedule below applies to this tendering process.

March 27, 2024	Issuing of publication and start of tendering period.
April 8, 2024, not later than 14:00	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document (including the general terms and conditions and concept contract).
April 18, 2024	Issuing of Memorandum of Information.
May 14, 2024, not later than 14:00	Deadline for the receipt of Tenders.
May 14, 2024 until May 28, 2024	Assessment of Tenders.
May 28, 2024	Announcement of the award of the Contract.
Up until June 12, 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
Up until June 17, 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.
June 20, 2024	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

The tenderer would like to gain better insight into the parameters that could impact the security of supply and the requirements to monitor these parameters. This is to better understand:

- How security of supply translates into societal benefits in the different sectors.
- Consequences of energy transition paths, including the interaction between different energy carriers, on the security of supply.
- The impact of the timing of phasing out existing fossil related elements in the energy system and building up the new building blocks of the climate neutral system.
- The value of the retention of existing infrastructure (for example the methane infrastructure (pipelines and storages)).
- The data requirements and sources to monitor and analyze the security of supply of the current and future energy system.
- The functional requirements of a monitoring and planning tool for security of supply.

2.1.1 Scope of the project

Energy security remains an essential requirement and policy objective, both during the energy transition and for the future energy system. Security of supply is a main pillar of the energy security of the system as such. Currently security of supply is mostly related to fossil fuels and import, storage and production thereof. In the future the character of supply will change, including that of import and the role of storage. This raises the question of the extent to which the projected energy transition affects the security of supply. The figure below sets out some of the relevant elements:

- 1) the level to which a country is reliant on import of specific resources;
- 2) the level of domestic production and (strategic) storage;
- 3) the reliability of the countries from which the energy is sourced;
- 4) the diversity of the lesser reliable countries and the assessment of relevant criteria for societal, environmental or other impacts outside the Netherlands/EU.

Existing indicators for security of supply, such as those developed within the International Energy Agency (IEA) context or for specific elements of the energy system, such as the electricity sector, are still very much focused on a fossil fuel based energy system and therefore need rethinking. Additional indicators are required to assess the security of supply into the future.

For the scope of the energy system, we follow the choices made in the National Plan for the Energy System (NPE) published in December 2023 by the Dutch government¹. The NPE sets out a vision of the future energy system of the Netherlands and the pathways leading up to that new system. The scope of the NPE includes the use of energy carriers both as feedstock and for international transport. This scope is therefore broader than the definition used in the national climate policies for GHG-emissions.

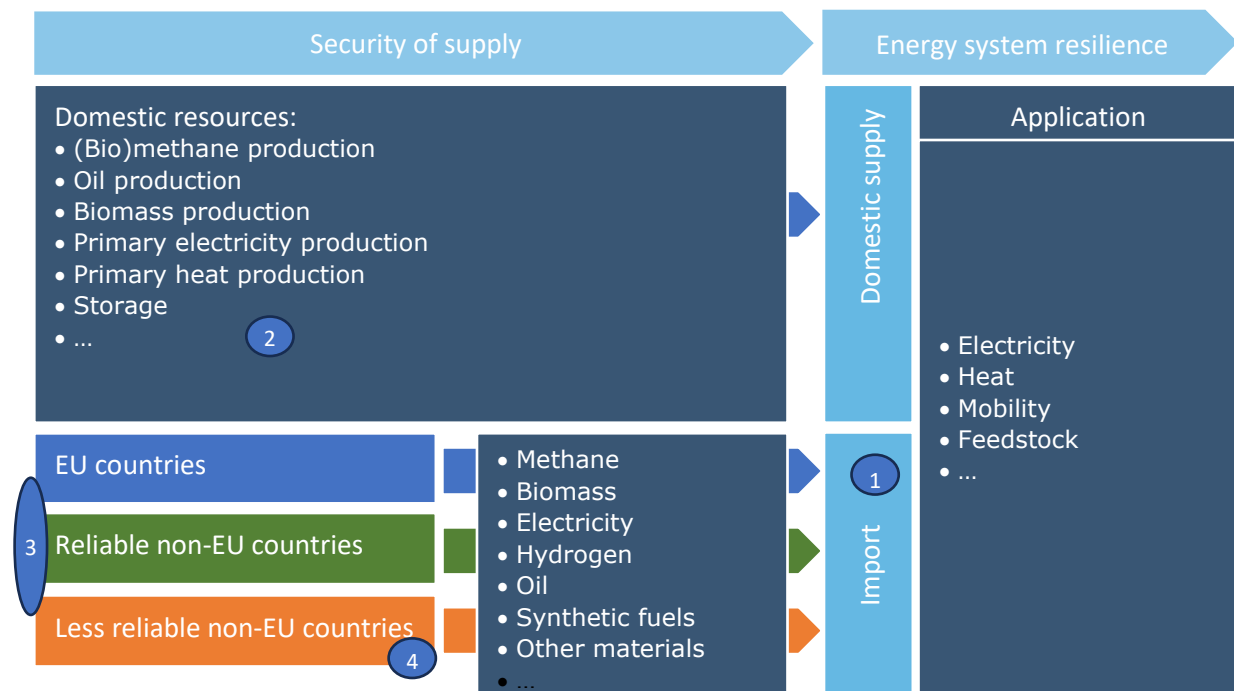
For the purposes of this study, we also include 'other materials' than energy resources itself in the scope of security of supply. These are materials that are critical to the well-functioning of a future energy system². Examples are rare earth materials for maintenance of clean energy technologies, lithium for replacing batteries or uranium for nuclear energy generation³. Here is a clear link to the "grondstoffenstrategie" that has been developed by the Dutch government, which will include a monitor also looking into energy, and the European Critical Raw Materials Act, which has been accompanied by relevant studies on critical materials⁴. We invite tenderers to include an assessment of the materials most critical to the long term stability of the future energy system and to include those within the scope of the framework.

¹ [Aanbiedingsbrief bij Nationaal Plan Energiesysteem | Kamerstuk | Rijksoverheid.nl](https://www.rijksoverheid.nl/onderwerpen/energie/rapporten/aanbiedingsbrief-bij-nationaal-plan-energiesysteem)

² See for example IRENA for a recent analysis: <https://www.irena.org/Publications/2023/Jul/Geopolitics-of-the-Energy-Transition-Critical-Materials>

³ The 'other materials' for the *transition itself* are not within scope. The focus is on the materials that are needed to operate and maintain the (future) energy system.

⁴ Supply chain analysis and material demand forecast in strategic technologies and sectors in the EU – A foresight study: [a5a7b598-6542-42c3-9b32-ba98b6a959f8_en \(europa.eu\)](https://ec.europa.eu/eurostat/tgm/table.do?tab=table&init=1&language=en&code=a5a7b598-6542-42c3-9b32-ba98b6a959f8)



We invite tenderers to use both existing policy frameworks, such as the those mentioned above, and available studies on security of supply, such as TenneT's adequacy outlook, studies from Gasunie Transport Services (GTS) on security of supply, and the IEA and EU⁵ frameworks.

Regarding the assumptions on the development of the Dutch energy system, we invite tenderers to use existing scenarios up to 2050 on both the Dutch and European level. All of the advanced scenarios assume a considerable amount of energy import for the Netherlands, although the amount and the type of energy carrier differ. The NPE must be used as a preferred policy pathway, against which variants can be analysed.

2.1.2 Activities

We invite tenderers to submit proposals for carrying out a '2050 Security of Supply Monitoring and Assurance' study. This project would include the following activities:

1. Proposing a definition of 'security of supply' for a climate neutral energy system, including the data that would underpin this.
2. Based on this definition, creating a framework that allows 'security of supply' to be evaluated in the different phases of the transition (see the 5-year phases in the NPE). This is to better enable forecasting of the future security of supply and monitoring of the security of supply during the transition. The data that is required for the operationalization of the monitoring must be (able to be made) practically, reliably and regularly available. The definition will be embedded in literature and as much as possible in line with international best practice.
3. As an illustration, apply the definition on three different scenarios for the future security of supply in the Netherlands and the EU. One of these scenarios takes the NPE as basis, the other two can be chosen by the tenderer in consultation with the Tendering authority. This means that a selection of scenarios will have to be further developed as to the sources of import and the timing of phasing out and building up of respectively the major elements of the existing and the new energy system. To what extent this is based on actual data is to be determined. The scenarios will differ in:
 - a) The amount of import of energy (for example hydrogen and (bio-)methane from different types of countries) with the EU;
 - b) The infrastructure that is in place for imports, storage and transportation (for example hydrogen and methane, pipelines and shipping terminals) and an overview of how this

⁵ For example: [Security of Supply Coordination Group - Energy Community Homepage \(energy-community.org\)](https://energy-community.org/)

required infrastructure relates to current and planned infrastructure within the Dutch energy system.

4. Defining the functional requirements of a tool (to be developed) that will allow the abovementioned monitoring and analysis. The functional requirements should be formulated in such way that they can be used to formulate a tender for the development of the tool.

Tenderers are invited to propose suitable research questions for each of these activities as part of their proposal in order to carry out the activities in an orderly fashion.

We expect all three scenarios to have a Dutch and an EU demarcation. The Netherlands are closely integrated in the EU energy system and see the EU member states as trusted suppliers. For this reason it is relevant for the scenarios to have explicit assumptions on the European energy mix, energy production in (NW)-Europe and European imports of both energy and resources for the energy system.

2.1.3 Organization

The project will be carried out for the ministry of Economic Affairs and Climate. The directorates Strategy for the Energy System and Energy Markets are jointly commissioning the study. Furthermore, the study is commissioned in close consultation with Energie Beheer Nederland (EBN), a public energy company. In the project organization it will be ensured that input from the ministry and EBN is gathered timely and appropriately.

2.2 Final result

The study will result in a final report that can be read on its own and is suited for publication. It will contain a comprehensive management summary. The report will include at least the following:

- The description, explanation and ratio behind the definition of security of supply;
- A description of the required data for operationalizing the definition, and where to find this data or how to develop these data, also in the future;
- A list of relevant literature on the topic;
- An illustrative evaluation of security of supply for three different scenarios (one based on the NPE), with varying levels and combinations of energy resources, imports and infrastructure;
- An analysis of the effects of the three different scenarios for the required (re)use and deconstruction of existing national infrastructure;
- The functional requirements of a tool that can be used to monitor and analyze security of supply of current and (potential) future energy systems.

2.3 Lots

The invitation to tender has not been divided into lots, because the research must be carried out as a whole and all parts within the research are inextricably linked to each other.

2.4 Contract Period

The Contracting Authority intends to conclude a Contract award for a period of five (5) months. The execution period runs from June 20, 2024 to November 20, 2024. The final result must be delivered not later than November 20, 2024.

2.5 Scope of the assignment

The Tendering Authority has estimated a total contract value of € 150.000 (exclusive of VAT). The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

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

3. Requirements to this assignment

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

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

3.1 Requirements relating to the assignment

3.1.1	The deliverables of this project may be produced in English or Dutch.
-------	---

3.2 Requirements relating to project planning

3.2.1	Preliminary results of activities 1 to 3 (see 2.1.2: Activities) are due at the latest by September 6, 2024.
-------	--

3.3 Requirements relating to project leader

3.3.1	The Tenderer has to appoint an individual person as project leader.
-------	---

3.4 Requirements relating to the budget, prices and rates

3.4.1	The maximum fixed total price of the Tenderer does not exceed € 150.000 excluding VAT.
3.4.2	The maximum total fixed price does not include a provisional amount of (maximum) € 15.000 excluding VAT. This provision is for any additional or unforeseen costs (to be assessed by the Contracting Authority) that may arise during the execution of the assignment. The provisional post can only be used at the initiative of the Contracting Authority.
3.4.3	The Tenderer will provide an overview of the prices and rates applicable to this assignment.
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 agreed (maximum) rates are fixed and invariable for the duration of this Agreement.
3.4.6	The Tenderer will not submit any zero or negative prices/rates.
3.4.7	The Tenderer gives a fixed total price for the execution of the assignment, excluding and including VAT. The total amount of your proposal is final.

3.5 Tax-related requirements

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

3.5.4	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.

3.6 Invoicing requirements

3.6.1	The contracted party can invoice interim amounts up to 75% of the awarded order value, after the interim results are approved by the Contracting Authority. The remaining 25% can be invoiced after completion of the assignment and after final approval by the Contracting Authority.
3.6.2	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.

3.7 Environmental requirements

3.7.1	Correspondence and products (reports, letters, reports, etc.) in the context of the assignment must be delivered digitally as much as possible, unless the Tendering Authority specifically indicates otherwise. If the products must be supplied in hardcopy, these pieces are printed double-sided as much as possible and on sustainable paper (bearing one of the following quality marks: Milieukeur, European Ecolabel, Nordic Swan, Blaue Engel, Grüne Punkt or equivalent).
3.7.2	You take or have taken measures that reduce the environmental impact (energy consumption, CO2 emissions, NOx, particulate matter, noise pollution) of the transport that is directly related to the execution of the assignment for the Tendering Authority.

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 6):

- 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).

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.

The evidence consists of:

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

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

Please 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>

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

4.3 Suitability Requirements

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

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

4.3.1 Reference data (technical qualifications)

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

Core competences
• Development of conceptual frameworks for monitoring (elements of) the energy system based on available state of the art literature and independent research.
• Use of scenarios for the European energy system in order to test hypotheses.
• Formulation of functional requirements for data based tools for monitoring.

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

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

Evidence (submit together with the Tender)

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

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

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

In this tender, the "weighted price per point" method is used to determine the winning Tenderer. The Tenderer who ends up with the lowest price per point has tendered with the best value for money and is awarded the contract. For this contract, a weighting of 0.80 is assigned to quality and 0.20 to price. The following formula is then used to calculate the price per point:

$$\frac{\text{Entry fee}}{\text{Quality score}^{(1-a)}} \times 100 = \text{price per point}$$

Where: a = the assigned weighting (0,80) to the price criterion (in this case 0.20).

The entry fee is the determined fixed tender price (sub-paragraph 5.2) and the quality score is the total number of points obtained by the Tenderer for the qualitative award criteria, as explained in sub-paragraph 5.3.

Only the achieved "price per point" is rounded to two (2) decimal places after the decimal point.

Example:

The table shows as an example how the formula works. In this example, three (3) Tenders have been received and a total of 1.000 points can be scored on the qualitative award criteria. The weighted price per point is calculated in a validation sheet where you can make your own calculation (see Annex 4 as an example).

	Tenderer A	Tenderer B	Tenderer C
Entry fee	€ 149.500,-	€ 139.500,-	€ 132.500,-
Quality score	750 points	600 points	425 points
Weighted price per point	$(149.500^{0,2}/750^{0,8}) \times 100 = 5,43$	$(139.500^{0,2}/600^{0,8}) \times 100 = 6,40$	$(132.500^{0,2}/425^{0,8}) \times 100 = 8,35$
Rank	1	2	3

Because Tenderer A bid with the lowest price per point (5,43), this Tenderer is the winner of the bid process.

5.2 The fixed entry price

When completing your fixed total price, excluding VAT, you will use your own format, where you describe at least:

- The fixed total price (excluding VAT) and a justification of the fixed total price based on the number of hours to be deployed with corresponding hourly rates per employee (and where possible activity).

You must also take into account the requirements stated in chapter 3 and 4.

Please note: If the substantiation of the total price is missing from your Tender, your Tender will be excluded from further participation in the award procedure.

5.3 Quality criteria

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 chapter 3.

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

Nr.	Award criteria	Points
1	Project plan	400 points
2	Vision	275 points
3	Time schedule	100 points
4	Project team and expertise	225 points
Total		1.000 points

5.3.1 Award criteria relating to the project plan

The tenderer will include a project plan as part of the proposal. The project plan will contain at least the following:

- A description of the overall process in which the activities are being specified and separated into different steps and tasks, including the formulation and answering of the research questions (see chapter 2);
- An explanation of the research methodologies that are being applied and a motivation as to why these methods are suited to result in the execution of activities within budget and time restraints;
- An explanation of how the chosen methodologies will produce the desired deliverables;
- A proposal for the organization of the project, with a clear description of different roles, including a proposal to consult and decide with the core group from the Contracting Authority and EBN about milestones within the project and ways to involve relevant stakeholders and experts;
- A description of possible risks within the project execution and measures to address and mitigate those risks.

Max. number of points available	Assessment aspects
400 points	• The extent to which the overall process is complete, specific and clearly described; • The extent to which it appears that you have insight into the purpose of the assignment; • The extent to which the research methodologies are suitable, able to deliver the required results and contribute to the purpose of the assignment; • The extent to which the approach and chosen activities are specific, realistic and guarantee that the end result will be achieved; • The extent to which your vision is shown in all the other aspects of the project plan; • The extent to which you identify realistic risks and take appropriate measures to prevent or mitigate the risks; • The extent to which you provide a clear elaboration of the division of roles and tasks during the execution of the assignment.

5.3.2 Award criteria relating to the vision

The tenderer will include a vision as part of the proposal. The vision will contain at least the following elements:

- Your vision on the importance of security of supply for broader society and the public interests involved;
- Your vision on the assignment, specifically your vision on security of supply in the future energy system and during the transition, and how this will change from current frameworks;

- Your vision on security of supply as it relates to the various energy carriers within the (current and future) Dutch and EU energy system as a whole and how these are interrelated;
- Your vision on working with and choosing scenarios and defining monitoring tools, as requested by the contracting authority;
- A description of how your vision fits in with the other components requested in the project plan;
- Your vision on how to link the academic, conceptual background of the assignment and the translation into a hands-on policy approach and practical tools.

Max. number of points available	Assessment aspects
275 points	• The extent to which you provide your own view on this assignment and the importance of security of supply in the future Dutch and EU energy system; • The extent to which you give insight into the problems within the field of interest of the assignment; • The extent to which you demonstrate your understanding of what the Contracting Authority needs; • The extent to which your vision shows your knowledge and experience with the subject of the assignment.

5.3.3 Award criteria relating to the project planning

The tenderer will include a clearly defined project planning which indicates at least:

- A step-by-step description of the global timeframe for the different activities, including indications for preliminary results for each of those activities, which shows how you will arrive at the final product delivery on November 20, 2024;
- The required frequency and availability to consult contacts from the Contracting Authority and EBN;
- A description of the risks that you see with regard to the planning and how you will manage those;
- In what way and with what frequency you involve the Contracting Authority during the execution of the assignment.

Max. number of points available	Assessment aspects
100 points	• The extent to which, according to the opinion of the assessment team, the planning is feasible, efficient and complete and gives the team confidence in timely delivery of the end results through a description of concrete and achievable steps; • The extent to which you reflect on substantial and relevant risks with regard to the planning and manages to minimize them convincingly with concrete measures - thus preventing delays in the process;

5.3.4 Award criteria relating to the project team and expertise

The Tenderer will add an account of the employee(s) to your quotation. You are therefore requested to include the names and functions of the employee(s), in the form of a brief CV, who will carry out the work, stating the subsections:

- Relevant education, courses and training;
- Relevant work experience with indication of purpose, activities and results. The Contracting Authority is looking for a multidisciplinary team that has the following relevant experience and knowledge:
 - Knowledge and experience with regard to the different parts of the energy system;
 - Knowledge and experience with a diversity of energy carriers, both those primarily used in the present energy system and those used in the future system;
 - Knowledge and experience with the use of energy system scenarios;
 - Knowledge and experience with formulating functional requirements regarding data based tools;

- Experience in effectively involving a diverse range of stakeholders and experts in a project, including the ability to facilitate and lead stakeholder sessions.
- The intended role/task distribution of the relevant employee(s), including deployment in terms of hours, of the relevant expert on this assignment, and why you think this is the right person for the execution of the assignment.

Max. number of points available	Assessment aspects
225 points	• The extent to which the knowledge and experience level of the project team is sufficient for successful completion of the assignment; • The extent to which the team composition – including the commitment in hours - is sufficient for successful execution of the assignment; • The extent to which the experience in stakeholder engagement and leading stakeholder sessions is sufficient for successful execution of the assignment.

5.4 Assessment method for qualitative award criteria

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

The assessment team uses the following scale for the evaluation of sub-award Project plan:

Quality of response	Points to be achieved
Excellent: the project plan convinces the assessment team that the objectives will be met. The plan is so well thought out, fully aligned, and very convincingly described. In addition, the plan offers demonstrable extras.	400
Good: the project plan is so well described and convincing that the objectives are met. The plan does not offer any extras, but goes beyond expectations because it is so well thought out, aligned and convincingly described.	250
Very Satisfactory: the project plan addresses the requested aspects in relation to the assignment. The requested components are reflected in the bid and it meets most of the expectations.	100
Satisfactory: the plan of action addresses the requested aspects in relation to the assignment. The requested components are reflected in the bid and it only meets the minimal expectations.	0
Unsatisfactory: the plan of approach does not or not completely meet the expectations and falls short - on certain points. This does not inspire confidence in achieving the objectives and successful execution of the assignment.	Knock out*
None, no answer to the question given.	Knock out*

**With an 'Unsatisfactory' or 'None' score on sub-award criterion Project Plan, your Tender will be set aside.*

The assessment team uses the following scale for the evaluation of sub-award Vision:

Quality of response	Points to be achieved
Excellent: With your vision, you have demonstrated in very clear terms that you understand the context of the assignment and that you know how to translate this very well into your vision on all given aspects of the project. It gives the assessment team a lot of confidence that you are able to implement this in practice.	275
Good: You have demonstrated with your vision that you sufficiently understand the context of the assignment and that you know how to adequately translate this to the execution of the project. It gives the assessment team sufficient confidence that you are able to implement this in practice.	175
Very Satisfactory: Your vision meets most of the expectations and shows sufficient knowledge and experience with the subject of the assignment and most of the relevant aspects.	75
Satisfactory: Your vision meets the minimal expectations and shows enough knowledge and experience with the subject of the assignment and most of the relevant aspects.	0

Unsatisfactory: Your vision does not or not completely meet the expectations and falls short - on certain points. This does not inspire confidence in achieving the objectives and successful execution of the assignment.	Knock out*
None, no answer to the question given.	Knock out*

**With an 'Unsatisfactory' or 'None' score on sub-award criterion Vision, your Tender will be set aside.*

The assessment team uses the following scale for the evaluation of sub-award Project planning:

Quality of response	Points to be achieved
Good: Your project planning meets all expectations. The planning clearly reflects lead times and process steps and is feasible, efficient and complete. Risks regarding the planning are described, including measures to minimize these risks.	100
Satisfactory: Your project planning meets most of the expectations and only lacks on a few small aspects. The planning reflects lead times and process steps and is feasible and efficient. Risks regarding the planning are described, including measures to minimize these risks.	50
Unsatisfactory: The response does not (fully) meet expectations and demonstrably falls short - in some important areas or completely.	0

The assessment team uses the following scale for the evaluation of sub-award Project team and expertise:

Quality of response	Points to be achieved
Excellent: The project team went remarkably beyond expectations and convinces that the knowledge and commitment of the experts is always present. The project leader and the team are so experienced and the team composition - including hours commitment - is very well matched, creating added value. In addition, your team offers at least one member with demonstrable extra and relevant experience and you can ensure flexibility of deployment of your team, which gives the assessment team a lot of confidence in successful execution of the assignment.	225
Good: The project team went beyond expectations and convinces that the knowledge and commitment of the experts is always present. The project leader and the team are so experienced and the team composition - including hours commitment - is very well matched, creating added value.	125
Satisfactory: The response meets expectations. The project leader and the team are sufficiently experienced and the team composition - including hours - is adequate for execution of the assignment. No added value is created.	0
Not adequate: The response does not quite meet expectations and falls short in certain areas.	Knock out*
None, no answer to the question given.	Knock out*

**With an 'Not adequate' or 'None' score on sub-award criterion Project team and expertise, your Tender will be set aside.*

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 Chapter 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 Chapter 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process will be individually assessed by an assessment team of three (3) to five (5) policy experts, followed by a consensus meeting to come to a final assessment, according to the award criteria stipulated in chapter 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 lowest definitive total score (the lowest price per point) based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to two 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 sub-criterion Project Plan. In the event that the highest scoring Tenderers also achieve an equal score for this sub-criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document' (annex 6), 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 to the attention of Ramon van Dijk.

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 6	European Single Procurement Document*	Fill in digitally, legally sign and add to TenderNed
Award criteria	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
'Prices/Rates'	Prices/rates included in the quotation. Please add as a separate document.	Add to TenderNed
Billing	In order to process the invoice, you must include the following information in your registration: - name and address details; - Chamber of Commerce number; - Location according to Chamber of Commerce; - IBAN.	Add to proposal and add to TenderNed
Annex 3	Reference(s)	Fill in and add to TenderNed
Optional components	All other components/appendices necessary for your proposal.	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.

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information:

- the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the work or the provision of the services.

7.3.18 Single Tender

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

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

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

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

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

7.3.20 Communication and language

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

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

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

The corresponding General Government Terms and Conditions are included in the annexes (annex 1). 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) corresponding General Government Terms and Conditions.

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: References
- Annex 4: Example sheet price per point
- Annex 5: Concept contract
- Annex 6: European Single Procurement Document