



Tender Document

Invitation to tender in accordance with the European open procedure for debt and capital advisory support

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Contents

Definition of terms	4
1. Introduction	6
1.1 Tendering Authority and IUC-EZ.....	6
1.2 Reason for this invitation to tender	6
1.3 Time schedule.....	6
2. Description of assignment	8
2.1 Description and objective of the assignment	8
2.2 Lots	8
2.3 Contract Period	8
2.4 Scope of the assignment	9
3. Requirements to this assignment	10
3.1 Requirements relating to the services	10
3.2 Requirements relating to project team	11
3.3 Requirements relating to the prices/rates	11
3.4 Tax-related requirements	11
3.5 Invoicing requirements	12
4. Requirements concerning the Tenderer	13
4.1 Introduction.....	13
4.2 Exclusion Grounds	13
4.3 Suitability Requirements	13
4.3.1 <i>Reference data (technical qualifications)</i>	14
4.4 Professional/trade register extract	14
5. Award criteria and assessment.....	16
5.1 Introduction.....	16
5.2 Quality criteria	16
5.2.1 Award criteria relating to Execution plan	16
5.2.2 Award criteria relating to Reporting contents	17
5.2.3 Award criteria relating to Project team.....	17
5.3 Award criteria relating to prices (exclusive of VAT)	17
5.4 Assessment method for qualitative award criteria	18
5.5 Assessment of preferences in relation to prices/rates	18
6. Assessment of the Tender	19
6.1 Assessment of the Tender's completeness and legal validity	19
6.2 Assessment of requirements relating to the assignment	19
6.3 Assessment of award criteria relating to the assignment	19
6.4 Determination of definitive total score.....	19
6.5 Assessment of evidence	19
7. Submission procedure for Tenders.....	21
7.1 Statement of agreement	21

7.2	Schedule	21
7.3	General procedure	21
7.3.1	<i>Communication</i>	21
7.3.2	<i>eHerkenning</i>	21
7.3.3	<i>Questions and additional information/changes</i>	22
7.3.4	<i>Validity period and submission of Tender</i>	22
7.3.5	<i>Variants on Tender</i>	22
7.3.6	<i>Costs of submitting a Tender</i>	22
7.3.7	<i>Termination of tendering process</i>	22
7.3.8	<i>Order of precedence of documents</i>	22
7.3.9	<i>Information about the Tenderer's obligations</i>	23
7.3.10	<i>Guide Information security and Privacy for suppliers</i>	23
7.3.11	<i>Inconsistencies and objections</i>	23
7.3.12	<i>Complaints procedure</i>	23
7.3.13	<i>Dispute resolution</i>	23
7.3.14	<i>Submission of the Tender</i>	23
7.3.15	<i>Structure and content of the Tender</i>	24
7.3.16	<i>Legally binding signature</i>	24
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i>	25
7.3.18	<i>Single Tender</i>	26
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	26
7.3.20	<i>Communication and language</i>	26
7.3.21	<i>General terms and conditions</i>	26
7.3.22	<i>Contract conditions</i>	26
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>	27
Annexes	28

- Annex 1: European Single Procurement Document
- Annex 2: List of Reference Contracts.
- Annex 3: Draft Contract
- Annex 4: ARVODI-2018
- Annex 5: Complaints Procedure

Definition of terms

Tendering authority	The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO) The Ministry of Economic Affairs.
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-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO), which in turn is part of the Ministry of Economic Affairs (EZ) – 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, in this represented by the Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO), who will conclude the Contract with the Contractor.
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.

Societal Benefits

The transformation of Tata Steel Nederland to a clean, green and circular steel company, by reaching net zero carbon emissions in 2045, reducing emissions of NOx and fine dust (PM10), and addressing hindrance by reducing dust, noise and odor, while at the same time supporting the energy transition by stimulating and facilitating the use of hydrogen

Projects

The projects that must be undertaken in order to achieve the Societal Benefits

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for debt and capital advisory support to The Netherlands Enterprise Agency and the Ministry of Economic Affairs who negotiate on behalf of the Dutch state with Tata Steel Nederland (hereinafter also referred to as TSN) to become a clean, green and circular steel company.

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

1.1 Tendering Authority and IUC-EZ

This tender procedure is commissioned by The Netherlands Enterprise Agency (hereinafter also referred to as RVO). The Procurement Office (IUC) of the Ministry of Economic Affairs will act as process manager during this tendering process.

The Netherlands Enterprise Agency encourages entrepreneurs in sustainable, agrarian, innovative and international business. It helps with grants, finding business partners, know-how and compliance with laws and regulations. The aim is to improve opportunities for entrepreneurs and strengthen their position. RVO works at the instigation of Dutch ministries and the European Union.

RVO is part of the Ministry of Economic Affairs and focuses on providing services to entrepreneurs. It aims to make it easier to do business using smart organisation and digital communication. RVO operates in the Netherlands and abroad and co-operates with governments, knowledge centers, international organisations and countless other partners.

1.2 Reason for this invitation to tender

The Dutch State has entered into negotiations with TSN in connection with the Dutch State's potential support in respect of the measures that TSN intends to take to achieve the Societal Benefits, to the extent such measures exceed what TSN is required to do to comply with mandatory standards set in law or regulation. That said, a key principle for the Dutch State is that TSN, together with its shareholder Tata Steel Limited (hereinafter also referred to as TSL), is ultimately responsible for financing the Projects to achieve the Societal Benefits.

During the negotiation phase, TSN and the Dutch State will exchange various negotiation proposals. In order to assess the optimal debt and capital structure of the Projects as included in each negotiation proposal, the Dutch State is seeking the expert view of a Contractor.

1.3 Time schedule

The schedule below applies to this tendering process.

August 5, 2024	Issuing of publication, start of tendering period.
August 20, 2024. 17 PM CEST.	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
August 30, 2024	Issuing of Memorandum of Information
September 16, 2024. 13 PM CEST.	Deadline for the receipt of Tenders and opening of Tenders by the Tendering Authority.
Week 38 up to and including week 39.	Assessment of Tenders.
September 30, 2024	Announcement of the award of the Contract.

October 21, 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.
October 15, 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
October 22, 2024	Starting date of the 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

TSN wishes to transform to a clean, green and circular steel company, by reaching net zero carbon emissions in 2045, reducing emissions of NOx and fine dust (PM10), and addressing hindrance by reducing dust, noise and odor, while at the same time supporting the energy transition by stimulating and facilitating the use of hydrogen (the "Societal Benefits"). TSN has drafted a plan outlining the projects to be undertaken in order to achieve the Societal Benefits (the "Projects").

The Dutch State has entered into negotiations with TSN in connection with the Dutch State's potential support in respect of the measures that TSN intends to take to achieve the Societal Benefits, to the extent such measures exceed what TSN is required to do to comply with mandatory standards set in law or regulation. That said, a key principle for the Dutch State is that TSN, together with its shareholder TSL, is ultimately responsible for financing the Projects.

During the negotiation phase, TSN and the Dutch State will exchange various negotiation proposals. In order to assess the optimal debt and capital structure of the Projects as included in each negotiation proposal, the Dutch State is seeking for an expert view. The scope of work of the Contractor for each negotiation round/proposal includes:

- i) analysis, advice and recommendations (including optimal financial structure, market based terms & conditions of the different instruments, rating impact, debt capacity, etc.) of the Projects,
- ii) assessment and advice on the TSN counter-proposals and
- iii) a final report including conclusions and recommendations for the next steps in the following round.

The more detailed specifications regarding the assignment are described in Chapter 3.

2.2 Lots

The invitation to tender has not been divided into lots, because the assignment must be executed by a single contractor, the requested activities are closely related and the work is limited in time.

2.3 Contract Period

The negotiations are an ongoing process. However, for practical reasons, the Dutch State divides the negotiations for itself into rounds (tranches). It is expected that a maximum of four (4) rounds will be needed. Based on current insights, it is expected that these negotiations will take a maximum of 12 months. So each round of negotiations lasts about 3 months.

The Contracting Authority intends to conclude a Contract for the first negotiation round, including a unilateral option for the Contracting Authority to extend the contract with three times for a negotiation round. At this point it is impossible to estimate how the negotiations will proceed.

Drawing up the analysis, assessment and report as mentioned in paragraph 2.1 will take the most time for the first round, as it has to be started from scratch.

It is expected that the preparation of the analysis, assessment and report for the subsequent rounds will be an adjustment from the first round. And therefore less time-consuming.

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

Review Clause

There is a degree of uncertainty about the duration and scope of this assignment. With today's knowledge it is difficult to predict the exact amount of work that is required to meet the objective of the assignment.

Therefore, a so-called review clause is applicable. The uncertainty lies in unforeseen work which is currently not included in this Tender document but in the opinion of the Contracting Authority can be necessary to achieve the objective of the assignment under paragraph 2.1.

Possible unforeseen items include, but are not limited to:

- A revision of TSN's technical/financial proposal after the first round of negotiations.

In the event that the above situation occurs, this may lead to an extension of the assignment with an one (1) or two (2) extra negotiation rounds, until the assignment is successfully completed. In that case, the Contracting Authority can request a proposal for additional Work from the Contractor and unilaterally extend the assignment under the same contractual and commercial conditions. Depending on the situation, this extension may include additional compensation for the Contractor.

Any extension of the Contract and the services required will remain within the general scope of activities in this European Tender Document.

2.4 Scope of the assignment

The Tendering Authority has estimated a total maximum Contract value of € 600,000. This amount is including optional extensions from the second negotiation round and subsequent rounds of the Contract and 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 State and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the Dutch State 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 support 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 services

During the negotiation rounds, TSN and the Dutch State will exchange various negotiation proposals. Each negotiation round is expected to last approximately three months however due to the unpredictability of the process this may vary. It is up to the Dutch State to determine the beginning and end of the negotiation rounds based on logical moments. Negotiation rounds are unpredictable in terms of planning; they can sometimes be very labour intensive with short deadlines and at moments other times calm with little to do. Contractors should take this into consideration.

During Q2 and Q3-2024 the Dutch State assigned a bank as its advisor on the potential financial structures and the initial debt and capital analysis of the Projects. This bank provided the Dutch State with its (in terms of size and depth 'basic') expert view on this for the initial Projects in a report. In order to get up to speed, the Contractor will be provided with this report. The Contractor must prepare a standalone financial feasibility report for each negotiation round and thus will not have to challenge the existing report.

The Contractor will be provided with an extensive financial model drafted by TSN. This financial model has been reviewed by KPMG N.V. KPMG has been selected by the Dutch State as its financial due diligence advisor for this project. The Contractor will be part of, and thus have access to, the deal team of the Dutch State and its advisors which also include a technical advisor and legal counsel. The Contractor will not have direct access to TSN. TSN will indirectly provide detailed financial information to the Contractor. Information regarding TSL must be obtained from public sources.

In order to assess the financial feasibility of the Projects of each negotiation proposal the Dutch State requests the expert view and opinion of the Contractor. The scope of work for each negotiation round/proposal includes the following:

1. Analysis, advice and recommendations regarding the optimal financial structure of the Projects and the consolidated business of TSN.
2. Assessment of debt capacity, market based terms and conditions and market appetite for both several financial instruments to be issued and/or guaranteed by TSN and TSL. This could include various types of financing (for instance TSL guaranteed debt, quasi equity or subordinated loans).
3. The assessment of different financing options for the Projects based on the above, including various options for TSN, TSL and the Dutch State to engage in financing of the Projects through different financial instruments (subsidies, subordinated loans, parent guaranteed loans etc.).
4. Assessment and advice on the TSN counter-proposals.
5. A final report:
 - a. Each round ends with a final report. The first round consists of an extensive report and the subsequent rounds consist of the initial report with additions/changes to it.
 - b. The final report contains a summary of the analysis performed (e.g. (an update of) financial structures, sources of funding, debt capacity analysis, terms of (quasi) equity instruments, indicative terms & conditions of each finance instrument

(including cost of funds, customary covenants, security etc.), fund raising strategies and risks) performed during the round.

- c. The final report draws conclusions on all proposals considered during the negotiating round and defines recommendations for the next steps in the next round.

Out of scope for the Contract, the Contractor will not be asked to:

- provide a loan or other financing solution to TSN or TSL;
- to opine on any subsidy provided by the Dutch State in order to fill a financial gap;
- directly negotiate with TSN or TSL;
- to opine on the societal/commercial/political rational of the Projects.

The Contractor's views and recommendations of the Contractor must be of such quality that it supports the Dutch State in taking a position in the negotiations with TSN. At the request of the Dutch State, the Contractor must share its views and recommendations for discussions with TSN. Information provided by, and reports drafted by the Contractor will contain company sensitive information and will not be made public.

3.2 Requirements relating to project team

Members of the project team may not advise TSN and/or TSL on relating to the present assignment in order to avoid any conflict of interest.

3.3 Requirements relating to the prices/rates

- 3.3.1 The Tenderer must provide an overview of the prices and rates applicable for the final reports as a part of this Contract by submitting a free-form document. In this document, the Tenderer must at least include the price for the preparation of each negotiation round and the final report after the negotiation round.
- 3.3.2 The prices 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.
- 3.2.3 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.
- 3.2.4 The Tenderer will not submit any zero or negative prices/rates.
- 3.2.5 The Tenderer gives a fixed total price per negotiation round in the offer using a free-form document. The total amount of your quotation is final. Tenderer must take in account the expected time commitment as described in paragraph 2.3.

3.4 Tax-related requirements

- 3.3.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.3.2 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.
- 3.3.3 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.
- 3.3.4 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.

- 3.3.5 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.
- 3.3.6 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 Invoicing requirements

- 3.5.1 After each final report, the contractor must submit an invoice. After the client has approved the report, the contractor must submit an invoice.
- 3.5.2 You must include a summary of the results (final reports) delivered in accordance with the applicable prices.

3.4.3 For companies established in the Netherlands only

E-invoicing

Based on the purchasing conditions of the central government, you are obliged to send your invoice as an e-invoice. An e-invoice can be received and processed electronically. A PDF/email is not an e-invoice.

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 Annex 1 'European Single Procurement Document':

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

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

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

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

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

The evidence consists of:

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

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

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

4.3 Suitability Requirements

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

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the

Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Reference data (technical qualifications)

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

- Experience as an arranger and provider of loans of at least € 100 million excluding of VAT.
- Experience with analysis, advising and recommending optimal financing structures, including debt capacity and credit rating analysis, applicable terms & conditions and market-based pricings.
- Knowledge and international experience with financing sustainability initiatives of the Western European steel industry.

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.

This reference-assignment value must exclusively consist of the aspects of the assignment that are equivalent to the services specified in this document.

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 must be submitted with Tendered On TenderNed by filling in Annex 2.

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

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

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. 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 100 points can be obtained for your response to the award criteria.

Paragraph number	Award criteria	Maximum number of points to be obtained
§5.2.1	Execution plan	30
§5.2.2	Reporting contents	10
§5.2.3	Project team	50
§5.3	Prices	10
	Total	100

5.2 Quality criteria

5.2.1 Award criteria relating to Execution plan

Max. no. of points available	Assessment aspects
30	<p>Tenderer must submit a Plan of execution on the following aspects:</p> <ul style="list-style-type: none"> • Description of the process to be followed, detailing the different steps within the project and providing an indication of the work to be carried out. • How to determine the debt capacity for TSN. • How to determine the optimal financing structure. • How to determine market-conform terms and conditions. • How to determine market appetite. • Which approach you take when you are also a financier of the sector i.e. how separation of roles is safeguarded with Chinese walls. <p><i>Assessment basis:</i></p> <ul style="list-style-type: none"> • The extent to which it appears that the Tenderer has insight into the purpose of the assignment and in which the working method and resources to be used make a convincing contribution to the purpose of the contract. • The extent to which the proposal for debt capacity, financing structure, terms and conditions and market appetite contribute to the purpose of the contract. • The extent to which the description of activities in the research proposal are complete, specific, clear and relevant. • The extent to which the Tenderer identifies realistic risks concerning separation of roles and takes appropriate measures to prevent or mitigate these risks.

5.2.2 Award criteria relating to Reporting contents

Max. no. of points available	Assessment aspects
10	<p>Tenderer must submit a description of the contents which will be used for the final report.</p> <p><i>Assessment basis:</i></p> <ul style="list-style-type: none"> The extent to which the description shows that the Tenderer has insight into the field of the financing (including optimal financial structure, market based terms & conditions of the different instruments, rating impact, debt capacity, etc.)

5.2.3 Award criteria relating to Project team

Max. no. of points available	Assessment aspects
50	<p>Tenderer must submit an overview of the team members with the Tender. Tenderer is therefore requested to include the following: The names and functions of the team members who will carry out the work, stating the subsections:</p> <ul style="list-style-type: none"> A brief CV of the team members that contains at least the following topics; <ul style="list-style-type: none"> Relevant education, courses and training; The track-record of each team member in executing similar mandates, particularly in the European heavy industry and steel sector. The track-record the team members have in financial transaction experience in India. The intended role / task distribution of the relevant team members, including deployment in terms of hours, of the relevant team member on this assignment, and why Tenderer thinks this is the right person and the right team composition for the execution of the assignment; Familiarity with the other team members proposed within the team. <p><i>Assessment basis:</i></p> <ul style="list-style-type: none"> 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 and suggested distribution of hours of the team member is sufficient for successful execution of the assignment. Completeness and competency of the whole team offered.

5.3 Award criteria relating to prices (exclusive of VAT)

Max. no. of points available	Assessment aspects
10	<p>The Tenderer must provide an overview of the prices applicable to this assignment by submitting its own free-form document. In this document, the Tenderer must include the price for the preparation of</p>

	<p>each negotiation round and the final report following each negotiation round.</p> <p>For pricing purposes, the Tenderer must assume a term of 12 months and an average commitment of two days per week during this period.</p> <p>Tenderer then adds up all prices of each negotiation round to a total price for the Contract.</p> <p>The prices 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.</p>
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5.4 Assessment method for qualitative award criteria

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

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The response significantly exceeded expectations and offers added value.	100%
Very Good: The response exceeded expectations	75%
Good: The response sufficiently met our expectations.	40%
Fair: The response did not completely meet our expectations and displays shortcomings with regard to certain aspects.	10%
No or unsatisfactory response was provided to the question.	0%

5.5 Assessment of preferences in relation to prices/rates

The Tenderer provides all relevant prices and rates in a free-form document, in which Tenderer specifies the prices and rates that apply to relevant parts of executing the services. The rates given are valid during the execution of the Contract. The prices and rates are excluding VAT.

Max. no. of points available	Assessment aspects
10	<p>To determine the score of the Tenderer, the following tranches and corresponding formulas are used:</p> <p>Tenderers who offer lower than € 450,000 will be set aside and will not qualify for award of the Contract;</p> <p>Tenderers who offer higher than € 600,000: will be set aside and will not qualify for award of the Contract;</p> <p>Between or equal to € 450,000 and € 600,000: a score between 10 and 0 points is calculated by linear interpolation.</p> <p>Score = (maximum score * [(Pmax-P)/(Pmax-Pmin)]).</p>

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

For the award criteria in paragraph 5.2.1 (Execution plan) and in paragraph 5.2.3 (Project team) a quality response of 'good' must be obtained. Tenders which do not meet the above-mentioned requirement will be set aside by the Tendering Authority and will not qualify for award of the Contract.

Tenders offering a price higher than the maximum price and lower than the minimum prices as mentioned in paragraph 5.5 will be set aside by the Tendering Authority .

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 Project team. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

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

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

Mark Kamminga by email address IUCEZteam1@rvo.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

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

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

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

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

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs. 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 EZ](#)

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 5.

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.

- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	Reference Contracts	Add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria.	Add to the tab page in TenderNed
'Prices/Rates ' annex	Prices/rates included in the quotation	Add your annex to TenderNed. On the website TenderNed you also need to fill in a price. This can be € 1,-. This price will not be taken in to account.

* 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.

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

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

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

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

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

Interest in relation to the judgement

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

Annexes

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

Annex 1: European Single Procurement Document

Annex 2: List of Reference Contracts

Annex 3: Draft Contract

Annex 4: ARVODI-2018

Annex 5: Complaints Procedure