



Tender guideline

Realisation PCC Invitation to Tender

Contracting Authority: AEB Amsterdam

Tender guideline associated with the European public procedure for the tender for the construction team agreement for the development of a CO₂ capture installation for AEB

Date: 26 March 2024
TenderNed reference: 442846

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1 The contract

1.1 AEB

AEB Amsterdam is a waste processing company that operates a waste separation plant, two waste incineration plants and a biomass plant in Westpoort in Amsterdam. The two waste incineration plants, namely AEC (four lines) and HRC (two lines) at Australiëhavenweg 21 in Amsterdam can process approximately 1.4 million tonnes of waste annually, which releases approximately 550,000 tonnes of fossil CO₂ through incineration. This makes AEB responsible for approximately 11% of emissions within Amsterdam's municipal borders.

AEB's emissions means that it now comes under the national CO₂ levy and it is expected that the European Union Emissions Trading System (EU ETS) will also apply at some point. It is therefore necessary for AEB to reduce CO₂ emissions as long as there is waste incineration.

It is AEB's ambition to become the most sustainable company in its sector. In order to realise this ambition, AEB carried out a feasibility study regarding the construction of a CO₂ capture plant based on proven technology in the industry and all necessary interfaces from the existing process for the capture plants. This includes matters such as flue gases, process steam, electricity, cooling and wastewater. The study was completed in 2022.

AEB wants to reduce CO₂ emissions in the short term in order to:

- remain a sustainable and progressive company
- prevent its emissions from leading to higher costs due to CO₂ levies
- remain an attractive service provider to customers

In short, AEB considers CO₂ reduction to be an important strategic choice that forms a precondition for its licence to operate.

1.2 The AURORA project

It is AEB's ambition to capture approximately 0.5 M tonnes CO₂ from the flue gases from its plant by application of amine scrubbing and then store this in an empty gas field in the North Sea. Within AEB, activities involved in the realisation of CO₂ capture are referred to as the Aurora project.

Stated succinctly, amine scrubbing is a chemical reaction that binds CO₂ and does not bind other substances. Flue gases are passed through a capture plant in which an amine solution absorbs the CO₂ and the remaining flue gases leave the plant. The amine solution is heated, releasing the CO₂ and is dried and purified further.

The Aurora project was awarded a subsidy, the SDE++. This means that an important financial condition has been met. The subsidy is only granted in respect of the CO₂ actually stored. The preparations for the project (incl. construction of the plant) are in full swing. This includes the necessary tie-ins of the flue gases from the six AEB chimneys, as well as steam, electricity and cooling water. The proposed location of the CO₂ capture plant is shown below in the red rectangle.



1.3 The purpose of this invitation to tender; construction team

1.3.1 Construction team general

Since the feasibility study of the possibilities concerning CO₂ capture of the flue gases has been completed, the next phase is starting: the realisation of the CO₂ capture plant. AEB opts for a construction team (in Dutch: bouwteam), also referred to as a two-phase contract, for the purpose of the design and realisation of the plant. The construction team deviates from traditional design and realisation contract models in several respects.

A construction team is a partnership between a client, a contractor and possibly other contractors and consultants, in which specifications are jointly determined, based on a strict budget set by the client for realisation. The participants in the construction team are paid for their activities.

This integrated approach ensures optimal coordination between the various disciplines when developing the design and execution strategy (FEED & Project Proposal). The construction team discusses alternatives and cost optimizations in relation to the client's requirements and objectives, which benefits the price, completion times and the overall quality of the result to be delivered.

Once the specifications have been completed, the contracting firm concerned submits an offer for the execution of the work. The client is not obliged to award the follow-up contract for the performance to the contracting firm. If the contractor makes an offer that is not suitable or unacceptably high, the client may decide against awarding the follow-up contract to the construction team and award the construction contract to a different contractor.

The parties on the construction team are expected to contribute based on their specific expertise to make design and realisation of the project faster and, more importantly, better. The purpose is to make optimal use of the (professional) knowledge and experience of all participants in order to identify the possibilities and impossibilities at an early stage and to have the construction process take place in an orderly fashion, by means of more well-founded considerations during all construction phases, coordination of the activities, fewer decision moments, fewer interruptions and avoidance of rework during the construction process. The construction team remains in place up to and including the elaboration of the specifications and an agreement acceptable to all parties in terms of content, lead time, quality and costs on the basis of an open budget.

Following this agreement, relationships revert to the traditional model. In this case, the construction contract will be awarded as an integrated contract. The contractor is responsible for the integral and feasible nature of the specifications formulated within the construction team. In the event changes prove necessary during performance, such changes will be for the account of the contractor executing the contract.

1.3.2 Construction team for the purpose of the PCC

1.3.2.1 *Composition of the construction team*

For the purpose of the development of the PCC plant, the contractor performing the construction and the supplier of the amine technology are required to establish a partnership and submit a joint tender in order to be able to participate in the construction team. During the construction team phase, this partnership is also referred to as: the Main Contractor. After completion of the construction team phase, 'Main Contractor' will refer exclusively to the building contractor.

The duties of the building contractor also include the civil-engineering part of the work. The civil-engineering part of the work is specified during the construction team phase and carried out by (a subcontractor of) the Main Contractor.

The construction team is supervised by a construction team contract manager appointed by AEB, also referred to as: the Project Management Consultant (PMC). His task is to arrange meetings, draw up reports and lists of decisions, verify whether decisions made were incorporated correctly in the FEED and the 3D model, monitor and report to AEB the progress of the construction team activities, assess the completeness and quality of the FEED, and to draw up the Service Level Agreement (SLA) for the operational phase and the reference estimate for the realisation and management and maintenance and use of the amine solvent.

AEB concludes the construction team agreement with the partnership that has registered for this tender. Following the construction team phase, AEB will request individual offers from the building contractor and the supplier of the amine technology. Separate agreements for the realisation and management and maintenance phase will be awarded.

1.3.2.2 Objective of the construction team

The provisional specification of the installation is recorded in the Basis of Design (BoD), which is available via TenderNed. The objective is delivery by the construction team of a Front End Engineering Design (FEED) and Project Proposal as referred to in the Front-end loading (FEL) method. The FEED has the format of a Definitive Design (DO), belonging to an integrated contract form. The Main contractor submits its tender for the Implementation Design (UO) and realisation based on the DO.

AEB will determine the exact level of detail of the specifications for each part of the Project Proposal. Some parts of the FEED will require more details, before the building contractor and the supplier of the amine technology are requested to submit a tender for the realisation phase, for example in case of process-criticality or equipment determined to be long leads (long delivery period).

A strict budget of EUR 130,000,000, exclusive of VAT, has been determined for the realisation of the plant in accordance with the Definitive Design (DO) (excluding the obligations arising from the SLA). The strict budget directs the specification process during the tendering and construction team phase. The strict budget also serves to reflect the client's level of ambition. The strict budget is not a binding agreement between the participants of the construction team. The price tender made by the Main Contractor following the construction team phase has no relation to the strict budget.

1.3.2.3 The tenders after the construction team phase

After the activities of the construction team have been completed, the building contractor submits a price tender for the realisation of the plant, as well as the maintenance of the plant for a period of at most 16 years, in accordance with the SLA (determined within the construction team). The amine technology supplier submits a price tender for the delivery and removal of the required amine solvent. In accordance with the conditions laid down in the construction team agreement, AEB has the right to reject the price tenders and to award the realisation and maintenance and/or supply of the amine solvent to a different party.

The manner in which the Main Contractor is required to structure the price tender for the realisation (anticipated for 1 April 2025) is subject to conditions. The overall costs of the preparation, realisation and commissioning of the plant must be presented in proportion to each other as prescribed by AEB.

The division of the payments over the various phases of the work is as follows:

- | | |
|---|-----|
| 1. award of the contract | 3% |
| 2. detail design (proportionate to the progress of the work) | 5% |
| 3. realisation of the plant (proportionate to the progress of the work) | 72% |
| 4. test phase / operational delivery | 10% |
| 5. performance tests for a period of 2 years | 10% |

1.3.2.4 Legal preconditions regarding the results of the construction team

The FEED and the Project Proposal developed within the construction team is legally binding for the construction team partners, which means that the FEED and the Project Proposal form the basis for the execution of the further realisation of the project.

The rights of use in respect of the FEED and the Project Proposal developed within the construction team are vested in both the building contractor and in AEB, regardless of the award of a follow up contract.

If AEB decides to terminate the project during the construction team phase, the Main Contractor will be required to complete its activities as soon as possible. In that case, the partnership of the Main Contractor will be entitled to payment of the mark-up percentage of the hours not yet spent from its tender submitted within the context of this tender procedure (see also paragraph 3.2.1.2). AEB may also decide to abandon the realisation of the PCC altogether at the end of the construction team phase. In that case, AEB never owes the construction team partners any payment other than the amounts to which they are entitled pursuant to their activities based on the construction team agreement.

1.3.3 Planning

The overall planning of the project is as follows:

Part of the project	(No later than on) date
Start specification phase within the construction team	1 July 2024
Completion FEED	1 March 2025
Completion specification phase (Project Proposal)	31 April 2025
Price tenders building contractor and supplier amine solvent, reference estimate by PMC	1 June 2025
Start implementation preparations	1 July 2025
Start of construction	1 November 2025
Design of the plant	As per construction schedule
Test phase / commissioning	February – December 2027
Plant available in accordance with SLA	1 January 2028

1.4 AEB's design principles

Within the context of this tender procedure, AEB makes the design principles available via TenderNed in the form of a BoD. The design principles comprise both hard requirements concerning the plant as well as several wishes on AEB's part, which will be addressed during the construction team process. The BoD is an outline design, which will be developed further within the construction team.

In addition to the BoD, the following is relevant to the specification process:

- the permit application dated 15 October 2022 and the permit to be obtained on the basis thereof
- the subsidy decision dated 21 November 2021
- the conditions AEB agrees with the transport and storage parties involved regarding the supplied CO₂
- the Corporate Sustainability Reporting Directive (CSRD) - 2022/2464/EU

The tenderer declares by submitting a tender that it is aware that the above documents should be considered to be requirements and that they offer only very few possibilities to deviate from their provisions during the construction team process. The tenderer declares that it is willing and able to comply in full with the requirements imposed in the various documents during the construction team, realisation and maintenance phase.

1.5 Form of the contract

The contract is initially awarded in the form of a construction team agreement. The draft of the construction team agreement is made available via TenderNed.

The realisation of the plant takes place as a follow-up contract to the construction team phase. The realisation activities will be awarded as part of an integrated contract, which will include both design activities and the realisation (and possibly maintenance activities).

The delivery, payment and any other general terms and conditions applied by the contractor are expressly rejected in this agreement.

1.6 AEB's preconditions concerning the tender

1.6.1 Obligation to issue a call for tenders

For as long as AEB is owned by the municipality of Amsterdam, AEB will apply the regulations in the area of procurement and tendering that apply to the municipality as part of the government. The following legislation and regulations apply to this tender procedure:

- the (amended) act of 1 November 2012 providing new rules for tender procedures, the Public Procurement Act 2012 (Aanbestedingswet 2012, Aw 2012)
- decree of 11 February 2013, regulating some subjects of the Public Procurement Act 2012 (Public Procurement Decree, Aanbestedingsbesluit)
- the Works Procurement Regulations 2016 (ARW 2016)
- the Proportionality Guide, January 2013 (Gids Proportionaliteit)

1.6.2 Obligations during the performance of activities

Tenderers can obtain information concerning obligations relating to provisions on taxes, environmental protection, labour protection and terms of employment that apply in the Netherlands and that will apply to the activities during the performance of the public contract from:

- the Ministry of Finance, www.rijksoverheid.nl/ministeries/fin
- the Ministry of Infrastructure and Water Management, [Ministerie van Infrastructuur en Waterstaat | Rijksoverheid.nl](http://Ministerie%20van%20Infrastructuur%20en%20Waterstaat%20|Rijksoverheid.nl)
- the Ministry of Social Affairs and Employment, www.rijksoverheid.nl/ministeries/szw

The tenderers are required to submit a declaration with their tender that the above-mentioned regulations were taken into account in the tender.

1.6.3 Integrity

The participating companies may be requested to substantiate the information included in the European Single Procurement Document (ESPD) with evidence. This substantiation is a condition for eligibility for award. The ESPD or the evidence submitted may constitute a reason for AEB to carry out a further investigation. And assessment based on the Public Administration (Probity Screening) Act (Bibob) may form part of the investigation.

In the Construction Team agreement, so-called monitoring measures can be included based on the investigation. Examples of monitoring measures are:

- mandatory consent concerning the engagement of subcontractors
- notification of the changes to the control over the contractor
- the provision of indemnity statements, performance bonds or declarations concerning compliance with competition law

By participating in the tender procedure, the tenderers accept the possibility that such monitoring measures are included and that AEB will not conclude an agreement without these monitoring measures.

1.6.4 Competition Act

AEB informs bidders that it is prohibited to enter into agreements that aim to or result in hindering, restricting, or distorting competition in the Dutch market or any part thereof.

AEB reserves the right to report to the Authority for Consumers and Markets (ACM) and/or exclude bidders from further participation in the tender procedure if it is suspected that they have entered into a combination agreement contrary to the Competition Act and/or other competition regulations for the purpose of the work.

1.7 Additional conditions

1.7.1 Reservation

AEB is not obliged to award the contract within the context of this tender procedure. If this is the case, the tenderers may be entitled to compensation of costs incurred within the context of or damage that has arisen due to the present tender procedure.

1.7.2 Acceptance of regulations and conditions

The tenderer declares by submitting a tender that it has taken full cognisance of and that it accepts these regulations and conditions that apply to this tender procedure. It is the tenderer's responsibility to ensure that the tender is drawn up and submitted complete, in time and correctly. Offering variations to the matters requested is not permitted.

AEB cannot take into account inaccuracies, defects or other imperfections in this procedure or the accompanying documents that are not brought to AEB's attention at least ten days before the final date for submitting tenders. In the event imperfections are not notified to AEB, AEB will assume that tenderers were able to submit an adequate tender despite any imperfections.

2 Tender procedure

2.1 Open procedure

It was decided within the context of this tender procedure to apply an open European procedure in accordance with chapter 2 ARW 2016, which means that the tender procedure takes place in one round. Firstly, the valid tenders that have been received are assessed based on the award criterion of best price/quality ratio and it is subsequently determined whether the partnership of the tenderer that is eligible for award of the construction team agreement meets the eligibility requirements set and whether no grounds for exclusion apply to the partnership.

This guideline contains both the award criterion and the requirements AEB imposes on companies in order to be eligible for the contract.

2.2 Planning of the tender procedure

The planning below applies to the tender procedure. The specified dates are indicative and may be changed by AEB during the tender procedure.

Part of the procedure	(No later than on) date / time
Publication announcement	26 March 2024
Submission of questions via TenderNed (1 st round)	16 April 2024
1 st summary of additional information and changes	25 April 2024
Submission request for individual information round	30 April 2024
Individual information round	7 May 2024
Submission of questions via TenderNed (2 nd round)	10 May 2024
2 nd summary of additional information and changes	17 May 2024
Submission of tenders	30 May 2024 at 15:00 hours
Presentations	6 June 2024
Announcement of intention to award	10 June 2024
Final award	1 July 2024

2.3 Individual information session

In addition to the possibility of asking questions via TenderNed, there will be an individual information session on 7 May 2024. During this session potential tenderers can ask questions to AEB. Interested parties are required to submit a request for such an individual interview via TenderNed at the latest on 4 April 2024. Participation in this individual information session is not mandatory in order to be able to submit a valid tender.

The request should broadly indicate the subjects on which the candidate wishes to obtain further information. Applicants are required to prepare their requested information session, including an agenda.

The information exchanged during this individual information session will be made available to all candidates in a 2nd summary of additional information and changes, with the exception of commercially confidential information.

2.4 Tender and assessment

Tenders must have been received via TenderNed at the latest on 30 May 2024 at 15:00 hours. The safe closes at that time. The aforementioned date and time apply as a strict date and time for receipt of tenders.

All documents to be provided with the tender must be submitted digitally. Documents must be provided with an electronically authenticated signature with security level IV (PKI certificate), or be a scan of a signed original document.

The tenders are then evaluated against the requirements set by an assessment team. The assessment of the tenders takes place as follows:

- the tenders are checked for formal requirements, including completeness of the tender. AEB may decide to afford a tenderer the opportunity to remedy or explain a shortcoming in the tender, in view of the nature of the defect that was found
- assessment of the tenders based on the award criterion
- assessment of the eligibility of the tenderer who qualifies for award based on the grounds for exclusion and the eligibility requirements
- If the tenderer ranked first is found not to meet the requirements, evaluation of the next eligible party for potential award consideration

2.5 Formal requirements concerning the tender

Applications that fail to meet the formal requirements indicated in this paragraph may be excluded from the assessment.

2.5.1 Period of validity

The tender is at least valid for up to 2 months after the final date for submission. It has the nature of an irrevocable offer until that date. The tender will not contain conditions or reservations regarding future developments on the part of the tenderer, unless this is requested.

2.5.2 Signatures

The tender must be signed by one or more persons who are authorised to bind their company and the combination of companies. It must be possible to determine that authorisation on the basis of the extract(s) from the Commercial Register submitted and any powers of attorney enclosed.

2.5.3 Continuous compliance

Only tenderers who meet the requirements indicated in the tender documents at both the moment of the submission of the tender and on the day of the award will be eligible for award of the contract.

2.6 Correspondence

All correspondence must take place via TenderNed with the exception of the submission of complaints.

The tender procedure is conducted in the English language. The construction team agreement is made available in both English and in Dutch. The Dutch version will be guiding in case of doubt or misunderstandings. The documents to be submitted by tenderers may be drawn up either in the Dutch or in the English language.

Tenderers are not permitted to communicate about the project with employees and other persons involved on the part of AEB other than in the manner set out in this guideline, unless and after having obtained AEB's written approval to do so. Tenderers who act contrary to the provisions of this paragraph may be excluded from participation in the tender procedure.

2.7 Cooperation and guarantees

2.7.1 Bank or group guarantee

The contractor that is awarded (in the second phase of the contract) the realisation of the plant will be required to issue a bank guarantee amounting to 5% of the contract price or a group guarantee by means of security for compliance with its obligations.

The tenderers are required within the context of this tender procedure to submit a declaration of willingness to provide a bank guarantee from a financial institution or an intention to issue a group guarantee. It is up to AEB to decide whether a group guarantee is sufficient for the realisation phase. Models for the group guarantee and the intention to issue a bank guarantee are included as appendices 4 and 5.

In the event the tenderer intends to issue a group guarantee, a European Single Procurement Document (ESPD) must also be submitted for the group that is being relied upon.

2.7.2 Partnership

Tenderers have the right to rely on resources from the various companies to prove sufficient financial and economic capacity and technical expertise. The partnership is required to designate a coordinator who will act as contact person on behalf of the cooperating parties during the tender procedure and the construction team phase.

Partnering companies are required to submit a declaration in which all of them accept joint and several liability for compliance with the obligations within the context of this tender procedure and the construction team agreement that arises from it. A model for that declaration is included as appendix 2.

In addition, the aforementioned declaration must show which party will be responsible for certain activities and how decision-making takes place within the combination. Once the tender has been submitted it will no longer be permitted to establish or change a combination without AEB's approval. This approval will only be granted in very special circumstances (such as mergers or the takeover of members of a combination). AEB will have the right to impose conditions in this connection at such times. A combination must in any event continue to comply with the requirements set.

In addition, all participants in the partnership must demonstrate that they are not in one of the circumstances formulated as grounds for exclusion in paragraph 4.1 and must therefore in first instance submit the ESPD to that effect. Furthermore, every participant in the partnership must submit proof of registration in the national register of companies as well as proof of insurance that is appropriate to its activities.

2.7.3 Subcontracting

Tenderers must indicate in their tender which company is relied upon for the purpose of the design and implementation of the civil-engineering part of the work. Tenderers may also engage other subcontractors which will be relied upon to meet the requirements regarding technical expertise that have been set.

The proposed subcontractor must always submit a declaration in which it declares that the tenderer can indeed rely upon its efforts and the qualities that are required for the performance of the construction team phase and the realisation of the plant. A model for that declaration is included as appendix 3.

Proposed subcontractors must also submit proof of registration in the national register of companies, proof of insurance and the ESPD.

2.8 Other conditions

The following other conditions also apply to this tender procedure:

- AEB will not reimburse costs incurred by tenderers related to participation in this tender procedure
- Without prejudice to the provisions of Article 2.37 ARW 2016, a tenderer that objects to the award decision must have initiated preliminary relief proceedings within a term of 20 calendar days after issuing the notification of the decision. The term mentioned is an expiry period. This means that the right to oppose the decision at law lapses if a tenderer has not initiated preliminary relief proceedings within 20 calendar days after dispatch of the notification
- AEB is not obliged to award the contract within the context of this tender procedure. If this is the case, the tenderers may be entitled to compensation of the costs incurred within the context of or damage that has arisen due to the present tender procedure
- offering variations to the matters requested is not permitted

3 Assessment and award

3.1 Award criterion

The award criterion is the most economically advantageous tender, which will be established by determination of the best price/quality-ratio. In order to determine the best price/quality-ratio, several cost and quality criteria will be assessed.

The cost criteria are:

- the rates and numbers of hours (including mark-up percentage) offered by the tenderer for participation in the construction team
- the amount of the mark-up percentage
- the amount of the overheads not directly attributable to a project plus a percentage of profit and for risks (AK/W/R) offered by the tenderer for performance of the work after award

The quality criteria are:

- the quality of the offered amine solvent, in view of:
 - heat of absorption ΔH (kJ per mole or CO_2)
 - CO_2 -loading α (mole or CO_2 per mole or amine), also known as absorption capacity
- the tenderer's views on the use of the offered amine solvent, in which the tenderer must specifically address the following issues:
 - the amine solvent degradation
 - the manner in which the amine solvent in the plant is kept in good condition
 - other measures that limit the required quantity of amine solvent
- the tenderer's views on the construction task and the BoD in which the tenderer must address specifically the following subjects:
 - possibilities for improvement when compared to the BoD principles, such as the expected power consumption, cooling water consumption, plot optimisation and modular design
 - how does the tenderer imagine that (ISBL) steam, electricity and cooling water are used as efficiently as possible? Does the tenderer see possibilities for energy optimisation as a result of energy integration with AEB's existing plant?
 - the variation in the quantity and quality of the AEB flue gases
- the composition and tasks distribution of the team that will participate in the construction team phase on behalf of the tenderer
- the tenderer's views on the proposed planning, the SoW and the client's strict budget
- a presentation in which the tenderer explains its tender

The submitted documents will be evaluated based on the extent to which the bidder demonstrates that their activities will result in the realisation of the FEED and the Project Proposal for the plant in line with the time, budget and quality requirements set.

Only tenderers that are eligible for award pursuant to the total points scored will be afforded the opportunity to present the tender they have submitted. The presentation forms part of the assessment; a maximum of 50 points can be obtained.

3.2 Assessment and weighting

A total of 1,000 points can be scored, broken down as follows:

• construction team participation price (including mark-up percentage)	300
• mark-up percentage	50
• overheads not directly attributable to a project plus a percentage of profit and for risks performance follow-up contract	50
• quality of the offered amine solvent	150
• views on the use of the offered amine solvent	100
• views on the construction task and the BoD	200
• composition and division of duties of the team	50
• views on planning, SoW and strict budget	50
• presentation	50

If amounts and numbers are related to each other in order to calculate a score, such will mean that the best offered amount or number will be divided by a different offered amount.

A calculation example:

The lowest offered price for participation in the construction team (see below in paragraph 3.2.1.1) amounts to EUR 2,300,000. In addition, tenderer 2 has offered an amount of EUR 2,500,000 and tenderer 3 has offered EUR 3,100,000. The scores for this criterion are as follows:

Tenderer 1: $2,300,000 = 300$ points

Tenderer 2: $2,300,000: 2,500,000 = 0.92 \times 300 = 276$ points

Tenderer 3: $2,300,000: 3,100,000 = 0.74 \times 300 = 223$ points

In the event more than one tenderer with the same final score ends in first place, the tenderer with the highest score for views on the construction task and the BoD will be eligible. A drawing of lots will decide if these are equal as well.

3.2.1 The costs criteria

3.2.1.1 Explanation to the construction team participation price

The tenderer is required to offer a total amount for participation in the construction team, which includes all costs of its participation in the construction team (i.e. the costs of all participants, auxiliary persons, services, subcontractors, any licence fees of the amine technology to be applied during the construction team phase, etcetera). The total amount for participation in the construction team must be at least EUR 2,000,000. The total amount must be indicated on the tender form, included as appendix 1. The lowest offered total amount receives the maximum possible score of 300 points; the other total amounts are related to the lowest.

3.2.1.2 Explanation to the mark-up percentage criterion

In addition to the rates and numbers of hours, the tenderer must also indicate the mark-up percentage it applies on top of the basic rates of its employees. If it becomes clear that the contractor needs more hours for participation in the construction team than it offered and this overrun is not demonstrably attributable to additional tasks instructed by AEB, it will only be paid the basic rates and not the mark-up percentage in respect of the excess number of hours required.

The mark-up percentage must be between 10 and 30%. The highest offered mark-up percentage receives the maximum possible score of 50 points; the other offered mark-up percentages are related to the highest.

3.2.1.3 Explanation to the overheads criterion

The tenderers must indicate on the tender form what percentages they will apply during the realisation phase for general costs, profit and risk. The total percentages must be between 10% and 20%.

The lowest offered total percentage for overheads not directly attributable to a project plus a percentage of profit and for risks receives the highest possible score of 50 points; the other offered percentages are related to the lowest.

3.2.2 Explanation to the quality criteria

3.2.2.1 Manner of assessment of 'quality of the amine solvent'

Regarding the proposed amine solvent the following values are assessed:

1. Heat of absorption ΔH (kJ per mole of CO_2). For example the numbers -65.80 or -82.13 can be entered. Numbers must be displayed with two decimal places after the decimal point
2. CO_2 -loading α (mole of CO_2 per mole of amine), also known as absorption capacity. For example the numbers 0.58 or 1.10 can be entered. Numbers must be displayed with two decimal places after the decimal point

Both values must be determined under laboratory conditions at 313.15 K and 1 bar(a) (10 vol-% CO_2 90 vol-% N_2).

The figure for *heat or absorption* is expressed as a number (percentage) with 2 decimal places. The highest offered figure receives the maximum score of 100 points, the other offered figures are related to the highest.

The figure for *absorption capacity* is expressed as a number (percentage) with 2 decimal places. The highest offered figure receives the maximum score of 50 points, the other offered figures are related to it.

3.2.2.2 Manner of assessment of the other quality criteria

The scoring mechanism on the other quality criteria is based on a valuation of 1 to 5 points.

The score obtained for the 'views on the use of the offered amine solvent' criterion, is multiplied by 20, by 40 for the 'views on the task and the BoD', by 10 for the 'composition and division of duties team', by 10 for the 'views on planning and strict budget' and also by 10 for 'presentation'.

The meaning of the marks is as follows:

- 1 = **poor** or not assessable
- 2 = **mediocre**, which means that the tenderer did not address all the requested components, resulting in the tender being judged overall as inappropriate and not adding value. The tender hardly demonstrates any confidence that the cooperation on the construction team will result in a result that is useful to AEB.
- 3 = **adequate**, which means that the tenderer did address all the requested components, but failed to do so sufficiently or convincingly in several respects, resulting in the tender being judged overall as inappropriate and not adding value. The tender provides some confidence that the cooperation on the construction team will result in a result that is useful to AEB.
- 4 = **good**, which means that the tenderer has properly addressed all components requested and substantiated them well, which means that the overall tender is assessed as appropriate but not as providing added value. The tender provides confidence that the cooperation on the construction team may result in a result that is useful to AEB.
- 5 = **excellent**, which means that the tenderer has addressed all components requested very convincingly and substantiated them in a solid manner. A positively surprising approach is outlined in one or more areas, which makes the tenderer's approach distinctive and adds value. The tender provides every confidence that the cooperation on the construction team may result in a result that is useful to AEB

3.2.2.3 The 'views on the use of the amine solvent' criterion (100 points)

Tenderers must describe the characteristics of the amine solvent offered by them. Tenderers are required to address the subjects mentioned in paragraph 3.1 in a general sense. The aim is not to make binding agreements between the tenderer and the client based on the views. The description within the context of this criterion may be at most 2 A4 pages.

3.2.2.4 The 'views on the construction task and the BoD' criterion (200 points)

Tenderers are required to describe how they view AEB's decision to construct a CO₂ capture plant based on amine scrubbing and the BoD drawn up for this purpose. Tenderers are required to address the subjects mentioned in paragraph 3.1 in a general sense.

The tenderer's views must demonstrate sufficient knowledge and experience in the area of the development of chemical process plants to carry out the present contract. The aim is not to make binding agreements between the tenderer and the client based on the views. The description within the context of this criterion may be at most 8 A4 pages.

3.2.2.5 *The ‘composition and distribution of tasks of the team’ criterion (50 points)*

Tenderers are required to describe all of the employees to be engaged for the purpose of the construction team as well as their activities. It must also be explained how employees are replaced if this is proven necessary. CVs must be submitted concerning all employees to be deployed, which may be anonymised. This will be assessed on the basis of the CVs whether the right person is deployed at the right place.

The composition and task allocation of the team will be evaluated based on the extent to which AEB is convinced that the bidder's involvement will lead to a complete and high-quality specification, delivered within the planned period.

The team with the best composition receives the maximum score of 50 points; the other scores are related to it. The description of the composition and division of duties of the team can be at most 4 A4 pages.

3.2.2.6 *The ‘views on planning, SoW and strict budget’ criterion (50 points)*

Tenderers are required to provide AEB's planning, the SoW and its strict budget with comments and possibly with proposals for improvement, which will demonstrate they understand the challenge. The description within the context of this criterion may be at most 1 A4 page.

3.2.2.7 *Presentation (50 points)*

Bidders who qualify for award based on their total points will be given the opportunity to present their bid on 6 June 2024. The presentation should convince AEB that, through the bidder's involvement, a high-quality specification will be achieved within the planned schedule and budget. The presentation will last for 30 minutes, followed by 15 minutes for questions and answers.

4 Grounds for exclusion and eligibility requirements

4.1 Grounds for exclusion

AEB excludes tenderers from participating in this tender procedure:

- a. that are in one of the circumstances listed in Article 2.86 Aw 2012
- b. that have been declared bankrupt or that are being liquidated, that have ceased their activities, in respect of which a suspension of payment or a similar composition or other arrangement applies, pursuant to similar proceedings arising from the legislation or regulations applicable to it
- c. against which a final court decision was delivered on the basis of the legislation and regulations applicable to it for a breach of the rules of professional conduct applicable to it
- d. that committed a serious error in the conduct of its business that can be demonstrated convincingly by AEB
- e. that failed to comply with obligations on the basis of statutory provisions applicable to it with respect to payment of social security contributions or taxes
- f. that provided false statements to a serious degree when providing information that was requested by a contracting entity or failed to provide that information
- g. that has been, or will be, guilty of any contact of whatever nature, directly and/or indirectly via, for example, third parties, with (potential) tenderers about the work to be put out to tender and the content of the tender, in particular also the price to be offered or the allocation of the work(s), all of the above with the exception of any necessary consultation about forming a combination

These requirements apply to every participant in the combination.

In order to demonstrate that the above-mentioned circumstances do not apply, the following items of evidence must be submitted at AEB's request:

- as regards the situations referred to under a., c., d. and f.: a valid Certificate of Conduct for Procurement (GVA) as referred to in Article 30 of the Judicial Data and Criminal Records Act. More information concerning the GVA can be found at <https://www.justis.nl/producten/gedragsverklaring-aanbesteden-gva>
- as regards the situation referred to under b.: a declaration from the registrar of the court that is competent to declare the tenderer bankrupt pursuant to the Bankruptcy Act
- as regards the situation referred to under e.: a declaration from the collector under whose jurisdiction the tenderer comes for the purpose of the collection of taxes

Until AEB has made a request to that effect, it will be sufficient for the tenderer to submit the ESPD concerning the absence of the above-mentioned grounds for exclusion.

4.2 Eligibility requirements

4.2.1 Registration in the Commercial Register

Tenderers must be registered in the commercial or professional register of the country of establishment.

4.2.2 Insurance

Tenderers must have sufficient financial capacity to perform the contract without financial risk to AEB and be adequately insured against professional and business risks. The proposed building contractor must have such insurance with a minimum cover of at most EUR 25,000,000 per event. The other participants in the construction team must have such insurance with a minimum cover of at most EUR 2,500,000 per event. (CAR insurance will be taken out separately from this.)

4.2.3 Declaration of parent company or holding company / bank guarantee

By way of further security for compliance with the obligations arising from the development agreement that may arise from the construction team agreement, the proposed building contractors will be required within the partnerships of tenderers:

- in case the company forms part of a group (group, holding company, management company), to submit a declaration from the parent company or holding company from which it is evident that the parent company or holding company concerned will stand surety unconditionally for compliance with the obligations of the parent, working or group company to which the contract is awarded, in accordance with the model included as appendix 4
or:
- to submit a declaration of willingness from the intended financial institution to provide a bank guarantee amounting to 5% of the contract price for the realisation of the plant in accordance with the model included as appendix 5

4.2.4 Technical expertise

4.2.4.1 Core competencies

Tenderers must be able to carry out the contract in accordance with the preconditions concerning time and quality to be set by AEB. 'Tenderer' refers to the partnership that submits the tender. The core competencies may be elaborated by various participants in the partnership.

In relation to the technical expertise, the following requirements apply with respect to the tenderer:

- over the past 5 fiscal years, the tenderer has completed at least one contract for the realisation of a (petro) chemical process facility/plant or a plant for CO₂ capture (carbon capture) with a Total Installed Cost (TIC) of at least EUR 75,000,000
- over the past 3 fiscal years, the tenderer has completed at least one contract for the development of a FEED for a (petro) chemical process facility/plant or a plant for CO₂ capture (carbon capture) with a TIC of at least EUR 75,000,000 OR for the development of an FEED with a multidisciplinary team with a contract value of least 20,000 billed hours
- In the past 5 fiscal years, has executed at least one contract for civil works with a contract value of at least EUR 5,000,000 for the (re)construction of such an industrial facility
- the tenderer has an amine-scrubbing technique (with related solvent) that has a technical readiness level (TRL) of 9, involving applications in solid fossil fuel power plants and/or cement plants and/or waste-to-energy plants

4.2.4.2 Certification

Tenderers must hold:

- a system quality assurance certificate based on ISO 9001 standard 'Quality Management Systems - Requirements', relevant to the nature of the work. This certificate must have been issued by a certification body accredited by a national accreditation institution (in the Netherlands: the Dutch Accreditation Council)
- a VCA** certificate aligned with the activities required for the project

In the event the candidate is a partnership, at least one of the participants of the partnership must hold the ISO 9001 system quality assurance certificate and at least one of the participants must hold the VCA** certificate.

5 Documents to be submitted by the tenderers

The following documents must be submitted with the tender.

In relation to the requirements set out in paragraph 4.1 and 4.2.1 up to and including 4.2.3:

1. proof of registration in the commercial or professional register of the country of establishment that shows the current situation with respect to positions and powers within the tenderer's company. It must not be older than one year, calculated from the date of registration for this tender procedure. This proof must be submitted by each participant in the partnership
2. a copy of a policy of business liability insurance appropriate to the performance of the contract. This proof must be submitted by each participant in the partnership. The insurance of the proposed building contractor must provide a minimum cover of at most EUR 25,000,000 per event, the other policies submitted may have a minimum cover of at most EUR 2,500,000 per event
3. if the proposed building contractor as part of the partnership, forms part of a group (group, holding company, management company), the declaration from the parent company from which it is evident that the parent company or holding company concerned will stand surety unconditionally upon award of the contract after the construction team agreement to the candidate for compliance with the obligations of the parent, working or group company to which the contract is awarded, in accordance with the model included as appendix 4
or
4. a declaration from a reputable financial institution or bank established in one of the Member States of the European Union that in case the contract is awarded following the construction team agreement it is willing to submit a bank guarantee in accordance with the model included as appendix 5
5. the completed ESPD. This ESPD must be submitted by each participant in the partnership and the proposed subcontractors

In relation to the technical expertise requirements in 4.2.4.1:

6. a description of a reference project (of at most 2 A4 pages) from which it is evident that the tenderer meets the requirement set in the area of the realisation of a (petro) chemical process facility/plant or a plant for CO₂ capture (carbon capture) with a TIC of at least EUR 75,000,000. The reference project must have been delivered or completed in or after 2019 or must still be ongoing. Reference works submitted must be provided with a testimonial from the client and an explanation from which it is unambiguously clear that the requirement set is met
7. a description of a reference project (of at most 1 A4 page) from which it is evident that over the past 3 fiscal years, the tenderer has completed at least one project for the formulation of a specification for a (petro) chemical process facility/plant or a plant for CO₂ capture (carbon capture) with a TIC of at least EUR 75,000,000 OR for the formulation of a FEED with a multidisciplinary team with a contract value of least 20,000 billed hours
8. a description of a reference project (of at most 2 A4 pages) from which it is evident that the tenderer meets the requirement set in the area of civil-engineering for the construction or modification of such an industrial facility. The amount of these civil-engineering activities must have been at least EUR 5,000,000
9. a description (of at most 4 A4 pages) of the amine-scrubbing technique (with related solvent) available to the tenderer that has a technical readiness level (TRL) of 9, involving applications in solid fossil fuel power plants and/or cement plants and/or waste-to-energy plants

In relation to the certification requirements set in 4.2.4.2:

10. a system quality assurance certificate based on ISO 9001 standard 'Quality Management Systems - Requirements', which relates to the nature of the work. This certificate must have been issued by a certification body accredited by a national accreditation institution (in the Netherlands: the Dutch Accreditation Council)
11. a VCA** certificate aligned with the activities of the project

In connection with the award criterion set out in Chapter 3:

12. a fully completed tender form (see appendix 1)
13. proof of the performance of the proposed amine solvent, demonstrated in a laboratory setting to meet the specified values. Such evidence may, for reasons of protection of commercial interests, be provided by the winning bidder only after the intention to award the contract. However, the winning bidder may still be excluded if such evidence cannot be provided
14. a description (of at most 2 A4 pages) of the tenderer's vision for the use of the by tenderer proposed amine solvent

15. a statement and substantiation (of at most 2 A4 pages) of the composition of the team with which the candidate will participate in the construction team, accompanied by anonymised CVs of persons involved
16. a description (at most 8 A4 pages) of the candidate's vision of the assignment and the BoD
17. a description (of at most 2 A4 pages) of the candidate's vision for the planning, the SoW and the strict budget proposed by AEB

In connection with the cooperation between the parties:

18. a partnership declaration (see appendix 2)
19. a subcontracting declaration (see appendix 3)

Documents must be provided with an electronically authenticated signature with security level IV (PKI certificate), or be a scan of a signed original document.

If the documents submitted by bidders are found to contain inaccuracies or commitments that cannot be upheld afterward, these will be construed by AEB as a "false statement." This could result in exclusion from the tender procedure.

6 Appendices

Appendix 1 - Tender form

The undersigned hereby declares in connection with the PCC Realisation tender procedure:

Construction team employees to be deployed	Position	Number of hours	Rate per hour
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Etc.

Licence fees for the use of the amine technology used during the construction team phase	EUR	none
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Other costs of the tenderer during construction team phase	

Etc.

Overheads not directly attributable to a project plus a percentage of profit and for risks related to the performance	Percentage
general costs	.. %
profit	.. %
risk	.. %
total	.. % (at least 10 max. 20%)

Total cost criteria	Total budget participation of employees in construction team (at least EUR 2,000,000)	Mark-up percentage (at least 10% - max. 35%)	Other costs of the tenderer during construction team phase	Overheads not directly attributable to a project plus a percentage of profit and for risks related to the performance (at least 10% - max. 20%)
EUR / %	EUR	%	EUR	%

On behalf of the tenderers:

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

Appendix 2 - Partnership Declaration

The undersigned hereby declare for the purpose of the PCC Realisation tender procedure:

- that they accept joint and several liability for compliance with the obligations arising on the part of the contractor from agreements with AEB relating to the preparation and realisation of the PCC
- designating as main contractor on behalf of the partnership who will act as contact person on behalf of the cooperating parties during the tender procedure and the performance of the construction team and potentially the to be developed contract for the actual realisation of the plant

Decision-making process within the partnership is structured as follows:

.....
.....

The activities are divided among the cooperating companies as follows:

.....
.....

On behalf of company 1

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

On behalf of company 2

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

On behalf of company 3

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

On behalf of company 4

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

Appendix 3 - Subcontracting Declaration

The undersigned hereby declare for the purpose of the PCC Realisation tender procedure:

- that will be deployed as subcontractor for the purpose of the following activities:
.....
- (subcontractor) will be relied upon to meet the following requirement(s)
regarding technical expertise:
- (subcontractor) declares that within the context of the development (the
tenderer) can indeed rely upon the qualities required for the performance of the
development

On behalf of the subcontractor:

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

On behalf of the tenderer:

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

Appendix 4 - Group guarantee

The undersigned hereby declare for the purpose of the PCC Realisation tender procedure that:

- in case the contract is awarded to the tenderer, the parent company / holding company fully and unconditionally guarantees correct and full compliance with the obligations that arise from the agreement(s) to be concluded between AEB and the tenderer, for as long as the agreement will be in effect between the parties
- the undersigned accept joint and several liability for the debts that arise from the legal acts performed by the tenderer, in accordance with the provisions of Article 2:403 under f of the Dutch Civil Code.

On behalf of the parent company/holding company:

Name of the parent company / holding company	
Name authorised signatory	
Position	
Date	
Signature	

On behalf of the subsidiary / tenderer:

Name of the company	
Name authorised signatory	
Position	
Date	
Signature	

Appendix 5 - Bank guarantee letter of intent

The undersigned financial institution declares that in the event the construction team agreement related to the PCC Realisation is awarded to company, it is willing to issue a bank guarantee to AEB by way of further security for compliance with its obligations, for the possible follow-up contract pursuant to the construction team agreement, such in accordance with the model set out below.

Model Bank Guarantee

The undersigned, 1) with its registered office in, 2) hereinafter referred to as 'the guarantor', hereby guarantees, while waiving all defences conferred by law on guarantors, towards, 3) with its registered office in, 4) hereinafter referred to as 'the client', by way of guarantee for correct compliance by, 5) with its registered office in, 6) hereinafter referred to as 'the contractor', with its obligations arising from agreement no., 7) concerning the following work instructed by the client and accepted by the contractor, namely, 8) such for an amount of EUR, in words, 9)

Pursuant to this bank guarantee, the guarantor commits that at the client's first request and while indicating that the contractor failed to comply correctly with the obligations set out in the aforementioned agreement, it will pay to the client at most the aforementioned amount, in the event the guarantor has received from the client a copy of the registered letter addressed to the contractor in which the client notifies the contractor of its intention to invoke the bank guarantee and whose date of dispatch was at least fourteen calendar days ago, and provided the contractor has not submitted evidence, such as in the form of a confirmation of receipt from the Arbitration Board for the Building Industry, to the guarantor that it has brought an urgent dispute before the Arbitration Board for the Building Industry before expiry of the aforementioned term.

If, prior to the expiry of the aforementioned period, the contractor has submitted proof to the guarantor that it has brought an urgent dispute as referred to above, the client will only have the right to invoke the bank guarantee after the Arbitration Board for the Building Industry has ruled accordingly in the first instance.

This provision of security remains in effect until the contractor has complied with its obligations arising from the aforementioned agreement. During the operational phase, which means the phase in which the contractor is responsible for the management and maintenance of the plant, the amount of the bank guarantee may be reduced to the amount involved in management and maintenance for a period of 2 years.

If the client fails to return the documents for the purpose of this provision of security to the contractor, the contractor will have the right to request the guarantor in writing to terminate this provision of security. The guarantor has the right to terminate this provision of security if the contractor has sent a copy of this request by registered letter to the client and the latter has not informed the guarantor within one month after the date of the registered letter that it does not agree thereto.

Place 10)
 Date 11)
 Guarantor 12)
 Signature 13)

1) Name of the guarantor. 8) Brief description of the work. 2) Full address of the guarantor 9) Value of the security. 3) Name of the client. 10) Place of signing. 4) Full address of the client. 11) Date of signing. 5) Name of the contractor 12) Name of the guarantor. 6) Full address of the contractor. 13) Signature of the guarantor. 7) Number of the specifications or agreement.

Declare:

Name of the financial institution	
Name authorised signatory	
Position	
Date	
Signature	