

Descriptive document

Full text digitization

Colofon	
Organization:	KB, National Library of the Netherlands
Date:	30-8-2024
Version:	1.0
Reference:	482037

KB, National Library of the Netherlands	1
1. Introduction.....	5
1.1. About the KB.....	5
1.2. Supporting party	5
1.3. Purpose of the Tendering Process	5
1.4. Ambition of this Tender	5
1.5. Market consultation.....	5
1.6. Structure of the Descriptive Document	5
2. Contract description.....	7
2.1.....	7
2.1. Description of the Contract	7
2.2. Program of Requirements	9
2.3. Changes to the assignment	9
3. Exclusion Grounds and Eligibility Requirements	11
3.1.....	11
3.1. Introduction	11
3.2. Exclusion Grounds	11
3.3. Eligibility Requirements	11
4. Award criterion.....	16
4.1.....	16
4.1. Best price/quality ratio: Award Subcriteria	16
5. Assessment of your Tender.....	21
5.1.....	21
5.1. Assessment and assessment committee	21
5.2. Assessment of quality.....	21
5.3. Assessment of price	23
5.4. Assessment of the best price/quality ratio.....	23
5.5. Manipulative or abnormally low Tender.....	24
6. HOW DOES THE TENDERING PROCEDURE WORK AND HOW DO YOU SUBMIT A TENDER?	25
6.1.....	25
6.1. How does the tendering procedure work?	25
6.2. The European open procedure	25
6.3. Contact person	25
6.4. Timetable of the Tendering Process.....	25
6.5. Communication during the tender	26
6.6. Questions and text suggestions	26
6.7. Contradictions, unclear statements, inaccuracies and objections	27
6.8. Submitting your Tender	27
6.9. Opening of Tenders.....	27
6.10. Communication of the Award Decision	27
6.11. Verification of data in the European Single Procurement Document (ESPD)	28
6.12. Objection period and objections.....	29
6.13. Rights reserved by the Contracting Authority	30
7. Submitting your tender	31
7.1.....	31
7.1. Cover letter.....	31
7.2. Submit Tender in TenderNed	31
7.3. Formal Requirements for the Tender	31
7.4. Mandatory Annexes in TenderNed	32
7.5. Submit with the ESPD	33
7.6. Submitting a Tender as a Consortium or using a Third Party	33
7.7. Submitting a Tender as a subsidiary or operating company	35

8. Conditions	36
8.1	36
8.1. Agreement and Government Terms and Conditions	36
8.2. Reimbursement of tender costs	36
9. Complaints procedure	37
Glossary.....	38

Annexes in TenderNed

To be completed and submitted by the Tenderer	
Free format	Cover letter
Free format	Response to the Award Subcriteria
Annex 1	Quotation form
Annex 2	Reference Statement
Annex 3	Holding Company Statement
Annex 4	European Single Procurement Document (ESPD)
Optional Annex 5	Reliance on the capacities of other entities for financial and economic standing
Optional Annex 6	Reliance on the capacities of other entities for technical and professional ability
Copy of the certificate	Copy of the NEN/ISO 9001:2015 certificate
Copy of the certificate	Copy of the NEN/ISO 27001:2015 certificate

To be submitted by the winning Tenderer(s) for the verification of documents	
Extract from the trade register of the Chamber of Commerce	
Certificate of Conduct for Procurement or a similar document if your organization is registered abroad (see par. 6.11)	
Statement by the Dutch Tax and Customs Administration or statement by the Tax agency of the country your company is registered in	
Copy of the relevant insurance policy	

Information for the Tenderer	
Annex A	Draft Agreement
Annex B	Draft Waiting Room Agreement
Annex C	Draft Subsequent Agreement
Annex D1 Annex D2	Program of requirements (general) Program of requirements (service) - Appendix D Specification of conversion of scans to TEI-XML - Appendix E Specification of conversion of scans to PNG files
Annex E	ARVODI2018
Annex F	A.I. Clause
Annex G	Tendering via TenderNed
Annex H	Regulations and Conditions
Annex I	Service level agreement
Annex J	Summary of the Market Consultation

1. Introduction

We, KB, National Library of the Netherlands, invite you as a potential Tenderer to submit a tender for Full text digitization. You will find all the information you need in this Descriptive Document.

1.1. About the KB

The KB is the national library of the Netherlands. Its task is to preserve and provide access to Dutch cultural heritage in printed and written form, and increasingly in digital form as well. Since August 31, 1993, the KB has been an independent administrative body, funded by the Ministry of Education, Culture, and Science. As of January 1, 2015, the Wet Stelsel Openbare Bibliotheekvoorzieningen (Wsob) or Public Library Facilities System Act came into effect, granting the KB a coordinating role within the network of public libraries and the responsibility for carrying out system tasks. With the new law, the KB has also become responsible for the development of the national digital library.

The KB connects people and words, contributing to a smarter, more skilled, and more creative Netherlands, now and in the future. In the [KB Beleidsplan 2023-2026](#) the following strategic goals have been formulated for the coming year:

1. **Reading and digital literacy:** providing more people with the opportunity to read and participate in the information society.
2. **Research and discovery:** Strengthening the connection between research and society.
3. **Sustainable access:** ensuring the collection in our national library.

1.2. Supporting party

The KB is supported in the Tender by Adjust Consulting B.V.. Adjust provides procurement and tendering expertise for this Tender and will in no way be involved as a Tenderer, Subcontractor, or advisor to a Tenderer in this Tender.

1.3. Purpose of the Tendering Process

The purpose of the Tendering Process is to conclude an Agreement with 1 service provider for services. The intention is for the Agreement to commence on 19 December 2024.

1.4. Ambition of this Tender

The KB's minimum quality objectives are articulated in the program of requirements; however, the KB aspires towards perfection, both in terms of the quality of the digitization of the texts and in terms of cooperation with our future contractor. Therefore, we are looking for a cooperation partner who shares this ambition with us.

1.5. Market consultation

Prior to this Tender, the organization conducted a market consultation. The report and the provided information from the market consultation are attached as Annex J 'Market Consultation' to this Descriptive Document.

1.6. Structure of the Descriptive Document

After this introduction, you will read:

- in Chapters 2 to 5: what we want, how we determine whether a Tenderer is suitable to perform the Contract, what we consider important, and how we assess which Tenderer has made the best offer;
- in Chapters 6 and 7: about the tendering procedure and the correct submission of a Tender;
- in Chapter 8: everything about the Agreement that we wish to conclude;
- in Chapter 9: all about filing a complaint.

We capitalise certain words in the Descriptive Document and the Annexes. You will find their definitions in the glossary and the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018) (see Chapter 8 - Conditions). If terms contradict each other, the definition in the glossary takes precedence.

2. Contract description

2.1. Description of the Contract

If you submit a tender and we award the Contract to you, you will enter into an Agreement with the KB.

The assignment includes data conversion within the digitization process of KB's and other entities' primary information resources, and pertains to full text digitization of Dutch publications (titles).

At present, the KB is mainly having Dutch books and periodicals digitized that are published after the year 1800. Source files before 1800 are usually more difficult to convert due to the poorer quality of the files, owing to the script and characters. This material requires the Contracting Party to adopt a different approach and often involves manual processing or finishing.

The KB commissions the conversion of scans of books and periodicals to coded TEI-XML files, with an accuracy of 99.9% in terms of transcription and accuracy of 99.8% in terms of coding and converting non-textual parts to PNG files.

Please note: the data about the scope of the Contract are indicative. You cannot derive any rights from these data.

Due to political, budgetary, administrative or organizational developments within the Contracting Authority, it is possible that the Contract, including its scope, may change.

Scope

The following falls within the scope of this assignment:

1. Converting scans from books and periodicals to TEI-XML with a transcription, referred to as "XML from scan without a text layer".
2. Converting scans with a text layer from books and periodicals to TEI-XML with a transcription, referred to as "XML from scan with text layer".
3. Producing PNG files of images from scans of books and periodicals, referred to as "PNG files of images".
4. The Continued development of the data quality.
5. The Continued development of the production process.

The following falls outside the scope of this assignment:

1. Making scans of original books.

The numbers detailed indicate the dimensions of the assignment. An ideal page comprises of 2,275 characters. In the coming four years, the estimated number of ideal pages is as follows:

Description	Percentage	Number of ideal pages or images in 2025
XML from scan without a text layer	93%	167.400
XML from scan with text layer	6%	10.800
PNG images	1%	1.800
Total	100%	180.000

Table 1: Estimated number of ideal pages in 2025

Description	Percentage	Number of ideal pages or images in 2026
XML from scan without a text layer	93%	186.000
XML from scan with text layer	6%	12.000
PNG images	1%	2.000
Total	100%	200.000

Table 2: Estimated number of ideal pages in 2026

Description	Percentage	Number of ideal pages or images in 2027
XML from scan without a text layer	93%	227.850
XML from scan with text layer	6%	14.700
PNG images	1%	2.450
Total	100%	245.000

Table 3: Estimated number of ideal pages in 2027

Description	Percentage	Number of ideal pages or images in 2028
XML from scan without a text layer	93%	227.850
XML from scan with text layer	6%	14.700
PNG images	1%	2.450
Total	100%	245.000

Table 4: Estimated number of ideal pages in 2028

For the purpose of onboarding the contractor as quickly and effectively as possible, the KB may propose to observe a to be determined period during which an alternative (smaller) batch size will be followed.

No rights can be derived from the numbers listed above within the meaning of minimum and/or maximum numbers. Only the actual number of ideal pages may be billed.

Expansion of the size of the assignment:

During the term of the assignment the KB reserves the right to consume 15% more ideal pages per year. It is also possible, for example due to developments in our own work process, that the KB does not reach the estimated number of ideal pages. No rights can be derived from the estimated ideal number of pages. In both cases, the KB will contact the Contractor in a timely manner.

Financial scope

In relation to the scope of the Assignment, the following figures can be provided.

The estimated value of the Framework Agreement is \$ 900.000 excluding VAT for the maximum duration of the contract (4 years). Taking into account a headroom of 15%, the maximum value of the Framework Agreement is \$1.030.000 excluding VAT, upon reaching which the KB can no longer issue further orders under the Framework Agreement.

No rights can be derived from this estimate.

Type of agreement

The organization intends to enter into a Framework Agreement.

This framework agreement allows for Subsequent agreements to be concluded with the contracted party.

The duration of the Framework Agreement is twelve months

We may then extend the Agreement, unilaterally or otherwise, under identical conditions. The KB will extend the Agreement a maximum of three (3) times for a maximum of twelve (12) months each time.

If the Agreement won't be extended, the KB will send notice to the Contractor no later than two months before the end of the Framework Agreement.

Waiting Room Agreement

For this Tender, the KB is utilizing a 'waiting room arrangement'. Here, the Tenderer who finishes next in the ranking after the winning Tenderer will enter the so-called 'waiting room' and a Waiting Room Agreement will be made with them.

This means the following. If:

1. No Agreement is concluded between the KB and the (provisionally) awarded Tenderer, or
2. The Agreement is terminated for other reasons within one year after the start of the Agreement on December 19th (see par. 6.4), the KB may decide not to re-tender the Contract, but instead, to enter into an Agreement with the Tenderer placed in the waiting room.

For the formalization of the waiting room arrangement, a Waiting Room Agreement is concluded between the organization and the Tenderer who takes place in the waiting room. The KB is under no obligation to consult and/or contract with the Tenderer staying in the waiting room. The period during which the Tenderer remains in the waiting room is a maximum of one year after the start of the Agreement on December 19th. The KB may release the Tenderer from the waiting room earlier. The Tenderer with whom a Waiting Room Agreement has been made holds their Bid valid for the duration that the Tenderer is in the waiting room. By submitting a Bid, the Tenderer agrees to this waiting room arrangement.

The Tendering Process relates to services using the following CPV codes:

- 79999100-4 Scanning services
- 72212317-4 Services for the development of word processing software
- 79552000-8 Text processing services
- 79550000-4 Typing, text processing, and desktop publishing
- 30111000-0 Text processors

We will not unnecessarily consolidate this Contract and we have not divided the Tendering Process into lots

We do not use lots. The main reason is the intensive collaboration between the KB and the contractor during the contract period, due to the high-quality service that the KB expects. Dividing the assignment into lots costs the organization too much time and money, without any benefits in execution.

Additionally, there is only one type of service (text digitization), allowing it to be executed by one party, and since the service is digital, geographical lots are not desirable.

Variants

Variants are not allowed.

2.2. Program of Requirements

The Program of Requirements contains the Requirements we set for the performance of the Contract. If you do not meet all the requirements in the Program of Requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process.

2.3. Changes to the assignment

Revision

With reference to Article 2.163c of the Public Procurement Act 2012, the Contract may be amended during the term of the Agreement. When the need arises for an amendment, the KB requests a quote from the Contractor. The Contractor prepares a quote, incorporating the specified tasks from the request for quotation. The KB is not obliged to procure the desired optional Services. If the KB decides for any reason not to proceed, this will be explained to the Contractor.

2.4. Subsequent agreements

As soon as the KB needs a batch to be digitized, the KB will send a subsequent agreement containing the job description to the contractor. The subsequent agreement must be signed and returned. Subsequently, the KB will send the batches in the manner specified.

3. Exclusion Grounds and Eligibility Requirements

3.1. Introduction

In this chapter you can read about the Exclusion Grounds and Eligibility Requirements that we apply for the Tendering Process.

Using the European Single Procurement Document (ESPD), you indicate whether or not the Exclusion Grounds apply to you and whether you meet the Eligibility Requirements. You can read about how to submit a Tender with the ESPD in section 7.5.

3.2. Exclusion Grounds

Part III of the ESPD lists the Exclusion Grounds that apply to this Tendering Process.

We divide the Exclusion Grounds into three different grounds:

- **Part III.A:** grounds relating to criminal convictions;
- **Part III.B:** grounds relating to the payment of taxes or social security contributions;
- **Part III.C:** grounds relating to insolvency, conflicts of interest or professional errors.

If an Exclusion Ground applies, we may decide not to declare your Tender invalid

In principle, your Tender is invalid if one of the Exclusion Grounds applies. We will then exclude you from further participation in the Tendering Process. We may decide not to declare your Tender invalid in these cases:

- if exclusion would be manifestly unreasonable (Article 2:86a of the Public Procurement Act);
- if you have taken sufficient measures to demonstrate your reliability (Article 2:87a of the Public Procurement Act);
- for imperative reasons of public interest (Article 2:88 of the Public Procurement Act);
- if, in our opinion, exclusion is not proportionate because of the time that has elapsed since the conviction and in view of the subject matter of the Contract (Article 2:88 of the Public Procurement Act).

If an Exclusion Ground as referred to in Part 2.3.5 of the Public Procurement Act 2012 applies to you, you can read about what you need to do in section 7.5.

Are you submitting a tender as a Consortium or with Third Parties to meet the Eligibility Requirements?

We will then test whether the Exclusion Grounds apply for each Consortium Member and each Third Party. You can read more about how you must submit your tender in section 7.6.

3.3. Eligibility Requirements

We impose Eligibility Requirements on a Tenderer to determine whether it is suitable to perform the Contract.

Eligibility Requirements are requirements set for your technical and professional ability, professional qualifications, financial and economic standing.

You can read below which Eligibility Requirements apply to the Tendering Process. Your Tender will be invalid if you do not meet the Eligibility Requirements. We will then exclude you from further participation in the Tendering Process.

If you would like to submit a tender, but cannot meet the Eligibility Requirements, you can consider submitting a tender as a Consortium or using a Third Party to jointly meet the Eligibility Requirements. If you do use a Third Party to meet the Eligibility Requirements, you need to fill in Annex 7 Reliance on the capacities of other entities for financial and economic standing and/or Annex 8 Reliance on the capacities of other entities for technical and professional ability, depending on the Eligibility Requirements you use the Third Party for.

We are entitled to test whether the Consortium Member(s) and/or Third Party / Third Parties comply with the Eligibility Requirements.

Technical and professional ability

Technical ability

As an Eligibility Requirement, you have the demonstrable experience (core competency) that we consider necessary to be able to perform the Contract.

Core competency

The reference show that you have experience with:

Scan-to-text conversions of at least 100,000 ideal pages, of similar material like books and periodicals, with a 99.9% transcription accuracy based on XML or TEI-XML including the conversion of images in a similar assignment where both scans with and without a text layer had to be digitized.

Submit one reference

You can demonstrate that you comply with the Eligibility Requirement(s) by means of a reference (see Annex 2 - Reference Statement). You may submit one reference.

The end date of a reference project must not be more than three (3) years ago

Reference projects that were completed more than three (3) years ago (counting from the closing date for submission of Tenders) will not be taken into account. A reference project may have started more than three (3) years ago.

Only achieved results count

If you have submitted a reference project that is still running, only the results that you have already achieved will apply.

We may make enquiries with referees

We may verify the supplied data (including with referees). We can do this both when testing the Eligibility Requirements and when verifying the data in your ESPD. You must cooperate fully in this regard. If any inaccuracies are found in the reference statement, we may decide to declare your Tender invalid and exclude you from further participation in the Tendering Process.

An assignment to which a reference refers must meet the following conditions

- If references are used in which the tenderer or subcontractor performed the assignment to which the reference refers jointly with another supplier, the part performed by the tenderer or the subcontractor must be clearly stated. Only the part of the assignment to which the reference relates that has actually been performed may be used. If the tenderer nevertheless wishes to use the full reference, the operator referred to in the reference must be used as a subcontractor in the performance of the present assignment.
- In the case of a partnership, all participating companies must jointly meet the core competence. The consortium partner used for a core competence must actually also perform the works to which such core competence relates during the performance of the assignment.

- If a tenderer relies partly on the technical competence of a third party/third parties for the assessment of the technical competence (references), the submitted references must clearly state which part of the assignment was performed by the tenderer and which part by the third party concerned. Each reference must clearly state which organization performed the assignment to which the reference relates. The third party used for a core competence must actually also perform the works to which such core competence relates during the performance of the assignment.

Professional qualifications

You are entered in the national professional or trade register

As an Eligibility Requirement, you must be entered in the national professional or trade register in accordance with the requirements that apply in the country in which your undertaking is registered.

Within the Netherlands, a current extract from the trade register of the Chamber of Commerce ('CoC extract') will suffice for this purpose. By current, we mean a valid certificate of registration that is not more than six months old when the Tender is submitted (calculated from the closing date for submission of the Tender).

You must have the Tender duly signed by an authorised person. The signatory's authority is evidenced by the above entry in the national professional or trade register.

If you choose to sign the Tender under power of attorney, you must submit both the current entry in the national professional or trade register and a duly signed power of attorney for the verification of the ESPD.

If the tender is submitted by a joint venture (Consortium), each member must submit a recent certificate of registration of the undertaking in the trade register of the Chamber of Commerce for the verification of the ESPD.

Financial and economic standing

You are adequately insured against professional risks

You are adequately insured (professional indemnity and/or civil liability insurance) for the performance of the Contract. If we enter into the Agreement with you, you must ensure that you remain adequately insured for the term of performance of the Contract(s). The KB considers a minimum coverage of \$ 1.500.000 per event and a minimum coverage of \$ 3.000.000 per calendar year appropriate.

In the case of a partnership (combination), this requirement applies to the partnership as a whole if a joint liability insurance has been effected, or individually for each member of the combination if there is no joint liability insurance.

If the Tenderer is currently not sufficiently insured for the execution of the Assignment, he must provide a written statement from his insurance company in which the insurance company declares that it will enter into the aforementioned insurance with the Tenderer prior to the awarding of the Assignment.

The winning Tenderer must provide a copy of the relevant insurance policy as proof.

In the case of entrepreneurs deciding to submit a joint tender, the following applies:

- Subcontractor(s) – If the Tenderer submits as the main contractor with Subcontractor(s), only the main contractor needs to provide proof of insurance.

- Joint Venture – If the Tenderer submits as a Joint Venture, at least one of the members must provide proof of insurance demonstrating that the joint and several liability of the Joint Venture members in relation to the Assignment is adequately covered.
- Reliance on Third Party(ies) – If the Tenderer relies on a Third Party(ies) to meet the required insurance against liability risks, the Tenderer must provide proof of this.

We can have the supplied financial data audited

This audit shows whether what is stated in the ESPD (Annex 6 - ESPD) is true. We can hire a firm for this purpose.

Quality assurance

The Tenderer has the right certification to guarantee the quality

By submitting a tender, the tenderer declares that their quality assurance system complies with the European NEN/ISO 9001:2015 series of standards or an equivalent quality assurance system. The Tenderer must provide a copy of the most recent, valid quality certificate stating the year of introduction and expiration, issued by a certified body as referred to in Section 2.96 of the Public Procurement Act 2012 when submitting the Tender, or;

- If the tenderer has an equivalent certified quality assurance system, based on a standard other than NEN/ISO 9001:2015: A copy of the certificate issued by the certified body as referred to in Section 2.96 of the Public Procurement Act and substantiated explanatory notes detailing the points on which and the degree to which the system corresponds to and/or differs from the applicable NEN/ISO 9001:2015 system. These explanatory notes must cover the following subjects: - vision on quality assurance; - quality assurance systems; - procedure for handling anomalies; - procedure for handling complaints; - method of evaluation or self-evaluation and improvement measures; - a declaration that the management endorses and verifies this description and working method; - description of the quality assurance measures.

In the case of entrepreneurs deciding to submit a joint tender, the following applies:

- Subcontractor(s) – If the Tenderer submits as the main contractor with Subcontractor(s), the Tenderer as well as the Subcontractor(s) must provide proof of the quality guarantee.
- Joint Venture – If the Tenderer submits as a Joint Venture, all members must provide proof of the quality guarantee.
- Reliance on Third Party(ies) – It is not possible to rely on a third party for this Eligibility Requirement, as the quality assurance applies to one's own business operations. Therefore, it is impossible to rely on the quality guarantee of another company.

Security assurance

The Tenderer has the right certification to guarantee the quality

By submitting a tender, the tenderer declares that their information security system complies with the European NEN/ISO 27001:2015 series of standards or an equivalent quality assurance system. The Tenderer must provide a copy of the most recent, valid quality certificate stating the year of introduction and expiration, issued by a certified body as referred to in Section 2.96 of the Public Procurement Act 2012 when submitting the Tender, or;

- If the tenderer has an equivalent certified quality assurance system, based on a standard other than NEN/ISO 27001:2015: A copy of the certificate issued by the certified body as referred to in Section 2.96 of the Public Procurement Act and substantiated explanatory notes detailing the points on which

and the degree to which the system corresponds to and/or differs from the applicable NEN/ISO 27001:2015 system. These explanatory notes must cover the following subjects: - vision on information security assurance; - information assurance systems; - procedure for handling anomalies; - procedure for handling complaints; - method of evaluation or self-evaluation and improvement measures; - a declaration that the management endorses and verifies this description and working method; - description of the information security assurance measures.

In the case of entrepreneurs deciding to submit a joint tender, the following applies:

- Subcontractor(s) – If the Tenderer submits as the main contractor with Subcontractor(s), the Tenderer as well as the Subcontractor(s) must provide proof of the information security guarantee.
- Joint Venture – If the Tenderer submits as a Joint Venture, all members must provide proof of the information security guarantee.
- Reliance on Third Party(ies) – It is not possible to rely on a third party for this Eligibility Requirement, as the quality assurance applies to one's own business operations. Therefore, it is impossible to rely on the information security guarantee of another company.

4. Award criterion

We will award this Contract based on the Award Criterion best price/quality ratio

This means that we assess both the quality and the price. The best price/quality ratio will be explained further in the following sections.

4.1. Best price/quality ratio: Award Subcriteria

The details of the Award Criterion are set out further in this section. The table below shows the Award Subcriteria that apply to the Tendering Process. You can also read about the maximum number of points to be scored for each Award Subcriterion.

Award Subcriteria		Weighting	Max. score (weighted)
Quality			
G1	Process	40%	40 points
G2	Cooperation	30%	30 points
G3	Innovation	10%	10 points
Price			
P1	Price	20%	20 points
Total		100 %	100 points

Table 5: award subcriteria

Award Subcriterion quality 1: Process

Goal

The goal of this Subcriterion is to gain insight into the Tenderers' production process and the revision process to gain confidence that the organization of the process contributes to achieving the KB's quality objectives when it comes to the accuracy of the text conversion and the quality of the encoding.

The KB deems it important to have insight into the regular production processes and the revision process when batches must be revised of the Tenderer in order to judge the quality, efficiency, and consistency of their work, the management of risks and the scalability of operations. By analyzing the processes, we can better determine whether the Tenderer will be able to deliver consistent results, use resources efficiently, and manage risks adequately.

Information to be provided by the Tenderer

Describe and/or visualize the production process and the revision process for the digitization of texts that you will follow in this assignment. Discuss the steps, duration of those steps, roles, feedback, and checks on quality. Further describe where in the processes risks to the service are resolved.

In any case, the following aspects should be addressed:

- The activities that make up the production process and the revision process
- The duration of the activities of the production process and the revision process
- The different roles in the production process and the revision process
- Potential risks for quality of the service and output and where in the production process and the revision process and how those risks are mitigated
- The way your organization implements feedback to improve the production process and the revision process
- Flexibility (speed of the activities and scalability of the production) in the production process and the revision process

- Checks on quality of the digitized documents and images

Evaluation Framework G1: Process

The description of the process will be assessed qualitatively. The evaluation team will consider the 'overall picture' of the description of the process and the provided substantiation. The evaluation team will take the following evaluation points into account:

- the extent to which your elaboration is feasible within the context of the Assignment;
- the extent to which your elaboration is relevant within the context of the Assignment;
- the extent to which your elaboration is appropriate for the Assignment and thereby instills confidence in the KB that your organization is capable to execute the Assignment successfully;
- the extent to which your elaboration aligns with the ambitions and quality goals of the KB.

The better the proposed measures contribute to what is requested, the higher the evaluation will be.

The evaluation aspects are not additional (sub)award criteria and do not have individual weights. They are aspects on which the evaluators assess this Award Criterion to arrive at a single overall evaluation qualification, considering the substantiation. The organization deliberately opts for an integrated evaluation because it believes there is a clear relationship between the evaluation aspects.

The elaboration of this Award Criterion must contain a clear and concrete description of the offer and be substantiated in a sound manner.

Award Subcriterion quality 2: Cooperation

Goal

The KB is looking for a cooperation partner who strives for the highest possible quality of text digitization and service delivery. At the KB, we aim to achieve the best possible client relationship in order to obtain an optimal outcome from the cooperation. The goal of this criterion is therefore to gain insight into the ideal way of cooperation according to the Tenderer.

Information to be provided by the Tenderer

Describe in your elaboration how your organization wants to cooperate with the KB.

In any case, the following aspects should be addressed:

- The goal(s) of your organization for this contract
- Communication between your organization and the KB
- Trust building between the members of your organization and the members of the KB
- Roles and responsibilities of the members of your organization and the members of the KB
- Flexibility of your organization when the KB wants to prioritize a certain batch over other batches
- The way your organization wants to resolve conflicts between your organization and the KB in case conflicts occur
- The way your organization informs and advises the KB when it comes to relevant technological developments and possibilities
- The availability of your organization (when can the KB contact your organization?)
- Service management and reporting (see Annex I - SLA chapter 7)

Evaluation Framework G2: Cooperation

The description of collaboration will be assessed qualitatively. The evaluation team will consider the 'overall picture' of the description of collaboration and the provided substantiation. The evaluation team will take the following evaluation points into account:

- the extent to which your elaboration is feasible within the context of the Assignment;
- the extent to which your elaboration is relevant within the context of the Assignment;
- the extent to which your elaboration is appropriate for the Assignment and thereby instills confidence in the KB that your organization is capable to execute the Assignment successfully;
- the extent to which your elaboration aligns with the ambitions and quality goals of the KB.

The better the proposed measures contribute to what is requested, the higher the evaluation will be.

The evaluation aspects are not additional (sub)award criteria and do not have individual weights. They are aspects on which the evaluators assess this Award Criterion to arrive at a single overall evaluation qualification, considering the substantiation. The organization deliberately opts for an integrated evaluation because it believes there is a clear relationship between the evaluation aspects.

The elaboration of this Award Criterion must contain a clear and concrete description of the offer and be substantiated in a sound manner.

Award Subcriterion quality 3: Developments and innovation

Goal

The goal of this award criterion is to determine which developments and/or innovations the Tenderer sees in the field of service provision and on which developments the Tenderer wishes to focus to enhance the service provision within this contract.

Information to be provided by the Tenderer

Describe in your elaboration the developments and/or innovations your organization sees that could influence the digitization service and which developments and/or innovations your organization wants to adopt to improve the service.

In any case, the following aspects should be addressed:

- The developments and/or innovations that could influence the digitization services
- The risks and chances your organization sees when it comes to the developments and/or innovations
- The developments and/or innovations your organization wants to adopt to improve the digitization service
- The goals your organization has formulated for these developments and/or innovations for the coming four years
- The mitigating measures for the risks that your organization will implement

Evaluation Framework G3: Developments/innovations

The description of developments/innovations will be assessed qualitatively. The evaluation team will consider the 'overall picture' of the description of developments and/or innovations and the provided substantiation. The evaluation team will take the following evaluation points into account:

- the extent to which your elaboration is feasible within the context of the Assignment;
- the extent to which your elaboration is relevant within the context of the Assignment;

- the extent to which your elaboration is appropriate for the Assignment and thereby instills confidence in the KB that your organization is capable to execute the Assignment successfully;
- the extent to which your elaboration aligns with the ambitions and quality goals of the KB.

The better the proposed measures contribute to what is requested, the higher the evaluation will be.

The evaluation aspects are not additional (sub)award criteria and do not have individual weights. They are aspects on which the evaluators assess this Award Criterion to arrive at a single overall evaluation qualification, considering the substantiation. The organization deliberately opts for an integrated evaluation because it believes there is a clear relationship between the evaluation aspects.

The elaboration of this Award Criterion must contain a clear and concrete description of the offer and be substantiated in a sound manner.

We allow a maximum of 10 pages for the three Award Subcriteria (so not ten pages per criterion, but ten in total). These requirements apply:

- font Arial 11 pt;
- line spacing at least 1.15;
- margins of at least 2.5 cm on all sides;
- this includes any annexes and/or graphs etc.;
- no text columns.

We do not include any pages in excess of the maximum number in the assessment.

You must answer the questions under the relevant Award Subcriterion quality. We do not assess references to other answers.

Answering the Award Subcriteria is free format

The KB doesn't provide a format for your response to the quality subcriteria, so it is free format.

Award Subcriteria price

Award Subcriterion Price 1: Price

With the award criterion "price," a maximum of 20 points can be earned and a minimum of 0. No negative points can be awarded. Each Tenderer must enter three prices (in US dollar cents) that they charge for the different ideal pages, namely:

1. the price for digitization without text layer
2. the price for digitization with text layer, and
3. PNGs.

The prices listed above are the prices that the Contractor may actually invoice for the respective ideal pages during the contract period. The price used to determine the score is calculated as follows:

$(\text{cents in US dollars per ideal page without text layer} * 0,93) + (\text{cents in US dollars per ideal page with text layer} * 0,06) + (\text{cents in US dollars per ideal page png} * 0,01)$

Decimal points of 0.5 or higher are rounded up, and those lower than 0.5 are rounded down.

Example

Tenderer X submits the following prices: 77 US dollar cents without text layer, 80 US dollar cents with text layer, and 10 US dollar cents for PNG. The price used to determine the score would then be:

$$(77 * 0,93) + (70 * 0,06) + (10 * 0,01) = 76 \text{ cents (rounded)}$$

Maximum rates are all-inclusive rates

This means these costs are also included:

- Salary costs
- Overheads
- Costs for support work
- Costs for the use of equipment
- Normal domestic travel and accommodation costs
- Commuting costs
- Parking costs
- Training costs
- Recruitment and selection costs
- Replacements
- Insurance premiums
- Profits
- Any additional costs, such as the costs of preparing for the performance of the Contract.

Furthermore, it is not allowed to charge for corrections to the digitization of the ideal pages, as long as they pertain to errors according to the program of requirements for improvements to the digitization of the ideal pages.

Use 'Annex 1 – Quotation Form' to enter your price and append it to your Tender

The price must meet all the Requirements set out in the Descriptive Document and the Annexes.

If you provide prices, discounts, conditions or other information that has not been requested, we do not include it in the assessment.

5. Assessment of your Tender

In this chapter you can read how we assess your Tender.

5.1. Assessment and assessment committee

We test for Formal Requirements, Exclusion Grounds and Eligibility Requirements

Before we assess the content of your Tender, we first assess whether your Tender meets the Formal Requirements, that no Exclusion Grounds apply and whether you meet the Eligibility Requirements.

We also check whether you agree with the Program of Requirements

If you disagree with the Program of Requirements or do not meet the Requirements in the Program of Requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process. All requirements from the Program of Requirements are therefore known as knock-out criteria.

In some cases, we test against the principle of proportionality

If you do not comply with requirements and regulations in the Tender Documents besides:

- the Exclusion Grounds;
- the Eligibility Requirements;
- the Formal Requirements;
- the Requirements from the Program of Requirements;
- other requirements and/or regulations that are subject to the penalty of invalidation and exclusion,

we may decide to declare your Tender invalid and to exclude you from further participation in the Tendering Process. Invalidation and exclusion will not occur if this is contrary to procurement principles (including the principle of proportionality).

If your Tender meets all requirements and regulations, we will assess the content of your Tender.

If your Tender meets all the requirements and regulations, we will assess the content of the Tender based on the Award Subcriteria and give it a score. An assessment committee will assess the content of your Tender. The assessment committee consists of at least three people who have the expertise required to assess the content of your Tender.

5.2. Assessment of quality

We assess the quality of your Tender with a grade

Each Award Subcriterion is given a grade.

The grade expresses the substantive assessment

The assessment committee determines the grade your Tender will receive for all or part of a particular Award Subcriterion. You will be given a grade between 0 and 10. The table below shows what each grade says about the quality of your Tender.

Grading scale table

Guideline	Percentage
Excellent: According to the assessment committee, the Tenderer has given an answer that fully aligns with the KB's ambition and goal(s) formulated in chapter one paragraph four and in the sections at the sub-award criterion respectively, all aspects are mentioned and described in the desired level of detail. The extent to which the evaluation criteria were met is maximal.	100%

Very Good: According to the assessment committee, the Tenderer has given an answer that aligns very good with the KB's ambition and goal(s) formulated in chapter one paragraph four and in the sections at the sub-award criterion respectively, but not completely. The response addresses almost all requested aspects and in the desired level of detail, or it addresses all requested aspects, but the response is not entirely in the desired level of detail. The extent to which the evaluation points were met is very high, but not maximal.	80%
Satisfactory: According to the assessment committee, the Tenderer has given an answer that does not fully, but satisfactory, aligns with the KB's ambition and goal(s) formulated in chapter one paragraph four and in the sections at the sub-award criterion respectively. The response addresses the requested aspects but not to the desired level of detail and/or not all aspects are mentioned. The extent to which the evaluation points were met is satisfactory, the assessment committee slightly doubted one or two of the evaluation points.	60%
Insufficient: According to the assessment committee, the Tenderer has given an answer that does not adequately align with the KB's ambition and goal(s) formulated in chapter one paragraph four and in the sections at the sub-award criterion respectively. The response addresses only some parts, does not delve into sufficient detail, and/or does not present a realistic picture. The extent to which the evaluation criteria were met is insufficient, the assessment committee doubted several of the evaluation points.	40%
Poor: According to the assessment committee, the Tenderer has given an answer that does not align with the KB's ambition and goal(s) formulated in chapter one paragraph four and in the sections at the sub-award criterion respectively. The response does not address the mentioned parts, it is unclear and ambiguous, lacks detail, and does not present a realistic picture. The extent to which the evaluation points were met is poor, the assessment committee strongly doubted several or all of the evaluation points.	20%
No answer: the Tenderer has given no answer to the question asked in this Award Subcriterion or this part of the Award Subcriterion.	0%

The score of the subcriteria for quality will be determined as follows:

Subcriterium 1 Process: $40/100 \times \text{grade\%}$

Subcriterium 2 Cooperation: $30/100 \times \text{grade\%}$

Subcriterium 3 Development: $10/100 \times \text{grade\%}$

Example: Tenderer X scores *Good* on subcriterium 1 Process, he/she will be awarded with $40/100 \times 80 = 32$ points.

The assessors do not yet know the price of a Tender during the assessment

In this way, we ensure that the assessors assess only the quality of your Tender.

The grades are determined as follows:

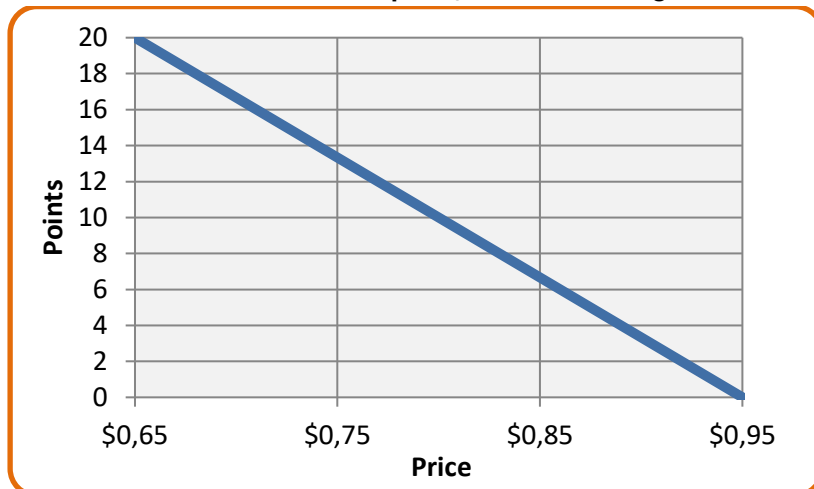
- First, each member of the assessment committee individually determines which assessment and score they will give each Tender for each Award Subcriterion.
- The assessment committee then meets for a plenary session to discuss the scores and findings. During this plenary session, the assessors reach consensus on a score for each Award Subcriterion or each part of an Award Subcriterion;

The final score is the sum of the weighted scores

We multiply each grade by the weighting factor. The weighting factor expresses the weighting of a criterion in relation to other criteria. The score multiplied by the weighting factor is called the weighted score. The weighting factors can also be found in the summary of Award Subcriteria in section 4.1.

5.3. Assessment of price

To determine the score of the price, we use the diagram below:



Graph 1: linear price graph with price in US dollars

Score:

Formula to calculate the score:

$$= 0 + (20 - 0) / (0,65 - 0,95) * (\text{price} - 0,95)$$

Decimal points of 0.5 or higher are rounded up, and those lower than 0.5 are rounded down.

Maximum points:

At a bid price of 0,65 US dollar per ideal page, 20 points are awarded.

Minimum points:

At a bid price of 0,95 US dollar per ideal page 0 points are awarded.

Bids outside the scoring range

Bids lower than 0,65 US dollar are awarded 20 points. Bids higher than \$ 1 are excluded from further participation and thus have no chance of winning the contract.

Example

Tenderer X, as mentioned above, thus achieves a score of 10 (9.5 rounded up) points with their price of 76 cents.

All stated prices are in US dollars and exclude VAT.

5.4. Assessment of the best price/quality ratio

You will receive a total score for your Tender

This score is the sum of all the scores of the Award Subcriteria for price and quality. If applicable, the scores for each Award Subcriterion are rounded off to two decimal places. We do this for readability. When calculating the total score, we do not round off the scores for each Award Subcriterion.

If the scores are tied, we award the Contract to the Tenderer with the best score for quality

We look at the total of the scores for quality rounded off to two decimal places. If the total score for quality is also tied among several Tenderers, we then award the Contract to the Tenderer with the

highest score on the part of the Award Subcriterion with the highest weighting. If the scores are also tied for this part, we draw lots under the supervision of a civil-law notary.

You are eligible for the award of the Contract if:

- you have submitted a valid Tender;
- you have the highest total score of all Tenderers;

5.5. Manipulative or abnormally low Tender

A Tender that violates the assessment mechanism (manipulative Tender) is invalid. In that case, we will exclude you from further participation in the Tendering Process.

This occurs, for example, if the Tenderer disrupts the intention of the assessment system, for example by disregarding the objective that the Contracting Authority has in mind when assessing the Award Subcriterion of price.

If you submit a Tender that appears to be abnormally low in relation to the Contract to be performed, we will request that you clarify the proposed price or costs. This may result in us declaring your Tender invalid and excluding you from further participation in the Tendering Process, for example, if you cannot substantiate the low level of the proposed prices or costs.

6. How does the tendering procedure work and how do you submit a tender?

6.1. How does the tendering procedure work?

This chapter describes the tendering procedure. You will be given an overview of the timetable and we will then briefly explain each step. In this chapter you will also find out who your Contact Person is and how you can ask questions.

6.2. The European open procedure

Any interested Economic Operator may submit a tender for this Tendering Process

We have opted for an open procedure. We have chosen a public European tendering procedure due to the nature of the services and the estimated value of the contract (which exceeds the European tender threshold). For more information on European tendering, visit www.rijksoverheid.nl/onderwerpen/aanbesteden

More information for economic operators about participating in public procurement can be found on the website www.ondernemersplein.nl/ondernemen/bedrijf-organiseren/stappenplan-deelnemen-aan-een-aanbesteding-van-de-overheid

6.3. Contact person

Your Contact Person is Thomas Knol.

You may communicate only with the Contact Person regarding this Tendering Process. All communication must be channeled through the TenderNed message module. If you communicate about this Tendering Process with other employees of the Contracting Authority, or through other channels, we may decide to declare your Tender invalid and exclude you from further participation in the Tendering Process.

Substitute contact person

If your Contact Person is absent, Kevin van Gemert (senior procurement advisor) will act as his substitute.

6.4. Timetable of the Tendering Process

This Tendering Process starts on the date on which we publish it via TenderNed (see the timetable).

We aim to keep to the timetable below. Without explicit notice to the contrary, you should assume this timetable applies. We will report timetable changes in the Summary of Additional Information and Changes or via TenderNed. Potential tenderers cannot derive any rights from this timetable.

A brief explanation of some parts of the timetable can be found below.

Timetable for the tendering procedure

Activity	Date and time
Publication Tender	Aug. 30th 2024
Deadline for questions Submission of questions and comments	Sept. 14th 2024 before 12:00 CET
Publication of Clarification Note	Oct. 3rd 2024
Deadline for submitting Bids	Oct. 25th 2024 before 12:00 CET
Announcement of award decision	Nov. 28th 2024
Deadline for submitting evidence by winner	Dec. 3rd 2024 before 12:00 CET
End date of suspension period	Dec. 19th 2024
Start Agreement	Dec. 20th 2024

If the agreement is dissolved and the party with whom the waiting room agreement has been concluded will take over the service provision, that party must provide the relevant evidence within three working days (see section 6.11).

6.5. Communication during the tender

Communication regarding this Tender shall exclusively take place through the Tendering Platform TenderNed. During the Tendering process, it is not permitted to have contact with (other) employees of the KB or affiliated KB's involved in the Tender to obtain information about the Tender. The organization does not consider messages sent in any other way. Acting in violation of this provision generally results in exclusion from further participation in the Tender.

6.6. Questions and text suggestions

Something in the Descriptive Document might be unclear to you. You can find out what to do in this section.

Interested parties have the opportunity to ask questions or make comments about the Tender documents. Questions should be submitted using the Question & Answer module within the Tendering Platform. Questions submitted in any other way generally will not be answered. The organization cannot guarantee that questions received after the deadline for submitting questions will be answered. The organization reserves the right to set aside or only partially process questions and/or comments as long as this does not violate the tendering guidelines.

Interested parties are requested not to use company names, product names, and other names related to their organization in their questions. The organization publishes the questions asked without mentioning the name of the questioner and reserves the right to modify questions for this purpose. The organization does not guarantee anonymity, for example, because the identity of the questioner may be inferred from necessary technical questions.

If interested parties have questions or comments that are (commercially) confidential in nature, these questions can be answered outside the Clarification Note. Interested parties can request the organization to answer a question confidentially by stating 'Commercially Confidential - Do Not Answer in the Clarification Note'. If the organization deems a question not (commercially) confidential, this will be communicated to the interested party. The interested party can then 1) withdraw the question or 2) have the organization answer it in the Clarification Note.

We only provide information via TenderNed

If you have received information in a different way, you cannot derive any rights from it. This applies even if you receive information from one of our employees or representatives.

Clarification Note(s)

The KB concludes a question round by publishing a Clarification Note containing all questions posed by interested parties and the organization's answers. The KB also informs about any changes to the Tender documents in a Clarification Note. This may involve revised documentation of the respective Tender documents.

The information in the Clarification Notes is binding and authoritative, superseding the original information in the Tender documents.

The KB publishes the Clarification Notes on the Tendering Platform. No notification will be sent; interested parties must ensure that the information reaches them. TenderNed provides the option for this through a button on the Tendering Platform (Keep me informed about this tender).

6.7. Contradictions, unclear statements, inaccuracies and objections

Report any inconsistencies, unclear statements, inaccuracies and objections as soon as possible

You should therefore report any inconsistencies, unclear statements, inaccuracies and objections you may have as soon as possible. In any case, you must report this before the date and time by which written questions must be submitted (see section 6.5). You can report these in the manner described in section 6.68. In principle, if you do not report these in time, we will no longer amend the Descriptive Document. You cannot derive any rights from inconsistencies, unclear statements, inaccuracies and objections that you have not identified or that you have identified but have not reported to us in time. Of course, we do our best to avoid inconsistencies, unclear statements and inaccuracies in the Tender Documents.

The Summary of Additional Information and Changes always takes precedence

If the Summary of Additional Information and Changes and the Descriptive Document contradict each other, we will work from what is in the Summary of Additional Information and Changes. If there are several Summaries of Additional Information and Changes and they contradict each other, what is stated in the most recently published Summary of Additional Information and Changes will apply.

6.8. Submitting your Tender

You can read about how to submit a Tender in Chapter 7.

6.9. Opening of Tenders

The opening of the digital safe is **not** public and takes place after expiry of the deadline for submission to the Client on the date specified in section 6.5.

Publication of an opening report takes place via the message module in TenderNed. The opening report states which Tenderers have submitted a Tender.

6.10. Communication of the Award Decision

We will announce the Tenderer that has been awarded the Contract

You will receive a message via TenderNed and can find the Award Decision on TenderNed. This Award Decision specifies:

- who has been awarded the Contract;
- why we have awarded the Contract to this Tenderer;

- what the standstill period entails. This is the period within which you can still lodge an objection to the Award Decision;
- if the Award Criterion is the best price/quality ratio, you will see the scores of the Award Subcriteria and their respective parts in terms of quality and the total score on price of the winning Tenderer.

Note: you cannot derive any rights from the Award Decision

If the Award Decision is positive for you, you will receive the Contract, in principle. However, you cannot derive any rights from the Award Decision and are not entitled to compensation based on the Award Decision if we do not award the Contract. The communication of the Award Decision is therefore not an acceptance of the offer.

You are entitled to perform the Contract only once we have signed the Agreement with you.

Sometimes we do not disclose certain information in the Award Decision

We do not disclose information, if disclosing it:

- would be contrary to any statutory rule;
- would be contrary to the public interest;
- could harm the legitimate commercial interests of Economic Operators;
- could prejudice fair competition between Economic Operators.

6.11. Verification of data in the European Single Procurement Document (ESPD)

When publishing the Award Decision, we ask for supporting documents to verify the data in the ESPD of the Tenderer to whom we awarded the Contract. You can read how this works below.

On request, the Tenderer must provide the following supporting documents within five (5) working days:

- Extract from the trade register of the Chamber of Commerce (including power of attorney, if applicable). The extract must not be more than six months old when the Tender is submitted.
- Certificate of Conduct for Procurement. Note: in view of the processing period, request the statement of conduct in good time. For more information, see: www.justis.nl/producten/gval. Certificates of Conduct for Procurement must not be more than two years old, working back from the closing date of the Tender.

If your company is based outside of the Netherlands, but inside the European Union, you may need to gather evidence from one or more agencies from the country your organization is based in. To find out what evidence you can collect from which agencies for this tender, take the following steps:

1. Go to the website: <https://ec.europa.eu/tools/ecertis/#/search>;
1. Select the country your organization is registered in;
2. Make sure the boxes 'Issuers' and 'Evidence' are ticked;
3. Select the applicable evidence type(s), the evidence fee and evidence samples;
4. In the box: 'Scenario', fill in: 'Classical- Service';
5. Pick under 'Categories' the exclusion grounds and or selection criteria which are used in this tender;
6. Press search and check the relevant issuer(s) and evidence you need to submit.

- Statement by the Dutch Tax and Customs Administration that the Tenderer has paid its compulsory taxes and social security contributions. The statement must not be more than six months old when the Tender is submitted.

If your company is based outside of the Netherlands, you need to submit a statement by the Tax Agency of the country your organization is based in, which also needs to state that the Tenderer has paid its compulsory taxes and social security contributions. The statement must not be more than six months old when the Tender is submitted.

You will also be asked to provide this information:

- The IBAN and BIC code of your bank account into which any payment will be made;
- The details of the signatory of the Agreement and the contact person for performing the Contract.
- A copy of a recent, valid, and relevant liability insurance policy (no older than twelve months on the date of submission of the tender)

If a Consortium is awarded the Contract, each Consortium Member must provide these supporting documents. If a Third Party is relied on to comply with the stipulated Eligibility Requirements, each Third Party has to provide these supporting documents.

You must send the supporting documents via the message module in TenderNed.

Are your data incorrect or have they been submitted late?

We can give you the opportunity to remedy this once within three working days. If you do not do this in time, we may decide to declare your Tender invalid and to exclude you from further participation in the Tendering Process. We will then revoke the Award Decision and may decide to award the Contract to another Tenderer.

6.12. Objection period and objections

The objection period commences the day after publication of the Award Decision on TenderNed. The objection period lasts 20 calendar days. During this period, you have the opportunity to take legal measures against the Award Decision. The objection period serves as a strict and fatal deadline. After the objection period, you will no longer be able to object to the Award Decision because your rights will have ceased to exist. We are then free to enter into an Agreement. You can read more about the standstill period in Article 2.127 of the Public Procurement Act 2012.

Further clarification or questions

If you need further clarification or have any questions, contact the Contact Person. You can reach the Contact Person via the message module in TenderNed.

Do you have objections to this Award Decision?

You can then:

- talk to the Contact Person for an explanation;
- if you are considering bringing preliminary relief proceedings, contact the Contact Person first via the TenderNed message module stating your objection.

Have you decided on preliminary relief proceedings?

You must then:

- bring preliminary relief proceedings before the civil court in The Hague within the objection period.
- send a copy of the summons to the Contact Person via the TenderNed message module.

In principle, we will not enter into an Agreement before the court has ruled in the preliminary relief proceedings. If there is a compelling reason within the Contract not to wait with the award, we may decide to enter into an agreement in spite of the preliminary relief proceedings.

If preliminary relief proceedings are brought, we will inform all Tenderers.

6.13. Rights reserved by the Contracting Authority

We may invite you for a clarification talk.

It is possible that we will request additional documentation for the verification interview to ensure that you and your application meet all the requirements and conditions. During this phase, the KB may contact the referees via the email addresses you provided to verify whether the reference assignments meet the minimum requirements. If the referee has not responded after seven working days, you will have an additional five working days to demonstrate that the provided reference assignment meets the requirements. If the KB determines that you cannot prove this, your application will be declared invalid. If the verification shows that the application should have been declared invalid, the KB will reject the application in question. The KB will then enter into discussions with the second-ranked Tenderer.

We may discontinue this Tendering Process at any time

This applies even after we award the Contract to a Tenderer. We may decide to discontinue the Tendering Process completely or for a lot, or not to award the Contract. If we decide to do this, you will be notified via TenderNed.

7. Submitting your tender

7.1. Cover letter

Cover letter

When submitting your Tender, enclose a cover letter. The cover letter has no prescribed format.

It must contain:

- the name and contact details of the contact person for the Tendering Process;
- the reference of your Tender;
- the signature of an authorised signatory.

7.2. Submit Tender in TenderNed

Submit via TenderNed

You can only submit via TenderNed. If you do not submit via TenderNed, your Tender is invalid and we will exclude you from further participation in the Tendering Process. You thus cannot submit in any other way (e.g. by email).

Make sure you submit in plenty of time

If you submit late other than because of an extended malfunction of TenderNed, your Tender is invalid and we will exclude you from further participation in the Tendering Process. Therefore, always consider that:

- the correct and complete uploading of all files takes time;
- your internet connection may be slow;
- you may have technical problems with TenderNed;
- the TenderNed help desk is not always able to solve your technical problem immediately.

When uploading the Annexes, consider the following:

- Start uploading on time! Sometimes it takes a long time before everything is uploaded.
- Upload each Annex separately.
- Make sure that the file name clearly indicates which Annex it is.
- Make sure that each Annex is complete and correct.

We can extend the submission deadline only if TenderNed malfunctions

Although we are not liable for malfunctions in TenderNed, this may be a reason to extend the deadline.

7.3. Formal Requirements for the Tender

Make sure your Tender complies with the Formal Requirements

You can read the Formal Requirements below. If you do not meet these requirements, your Tender is invalid and we will exclude you from further participation in the Tendering Process. By submitting a Tender in response to this Tendering Process, you agree to be bound by all the terms and conditions set out in this Descriptive Document and all its Annexes.

Each Tender must comply with the following Formal Requirements:

- You must submit your Tender in time.
- You must provide all requested information. Section 7.4 sets out all the minimum Annexes that the Tender must contain.
- Use the forms provided in this Descriptive Document and the Annexes. Do not adapt the permanent wording of those forms.

- Do not attach any conditions to your Tender.
- You must submit a Tender without any reservations.
- The Tender must be validly signed, i.e. by someone who has proper authority for that purpose.
- You must warrant that your Tender will remain valid for at least 120 days after the closing date for its submission. This is the period of validity. If preliminary relief proceedings are brought, we will extend the period of validity by 45 days, after the court has given its ruling.

We will treat your data confidentially

We will never provide your data to other parties, including if we do not award you the Contract.

7.4. Mandatory Annexes in TenderNed

The table below shows which Annexes (if any) you need to complete and upload in TenderNed.

All documents you need to complete for submitting the Tender are marked as 'presence required'. All documents must be appended as an annex to your Tender, using the names of the documents below (e.g. 'Annex 2 - Reference Statement'). You can name the cover letter file 'Cover Letter'.

No.	Description	See para.	Forms to be used	Presence required?	By whom?
0	Cover letter	7.1	Draft it yourself No prescribed format	Yes	Tenderer or (if Consortium) the coordinator
1	Response to the Award Subcriteria (PDF file)	4.1	Draft it yourself No prescribed format	Yes	Tenderer or (if Consortium) the coordinator
2	Quotation Form (file in Excel and PDF)	4.1 5.3 5.4	Annex 1	Yes	Tenderer or (if Consortium) the coordinator
3	Reference Statement	3.3	Annex 2	Yes	Tenderer or (if Consortium) the coordinator
4	Holding Company Statement	7.7	Annex 3	Yes	Tenderer or Tenderer and holding company
5	European Single Procurement Document (ESPD)	3.2 7.5	Annex 4	Yes	Tenderer or (if Consortium) all Consortium Members or (if a Third Party has been relied on to comply with the Eligibility Requirements), all Third Parties
6	Optional Reliance on the capacities of other entities for financial and economic standing	3.3	Annex 5	Yes	Tenderer or (if Consortium) the coordinator
7	Optional Reliance on the capacities of other entities for technical and professional ability	3.3	Annex 6	Yes	Tenderer or (if Consortium) the coordinator
8	Copy of the NEN/ISO 9001:2015 certificate	3.3	Copy of the official certificate	Yes	Tenderer or (if Consortium) the coordinator
9	Copy of the NEN/ISO 27001:2015 certificate	3.3	Copy of the official certificate	Yes	Tenderer or (if Consortium) the coordinator

7.5. Submit with the ESPD

IMPORTANT INFORMATION

TenderNed features a mandatory UEA module that contracting authorities must use if they publish the tender via the TenderNed platform. The KB cannot opt out of this. However, in this tender, the UEA does not need to be filled out by the submitting parties, as the KB is using the European version of the UEA, namely the ESPD. TenderNed does not offer an ESPD module, therefore the ESPD document is attached as an annex (Annex 4). Tenderers must attach the completed ESPD document to their submission in TenderNed.

The ESPD consists of five parts

In **Part II** you enter the data of your own undertaking. Part III lists all Exclusion Grounds. We have ticked which Exclusion Grounds apply to this Tendering Process.

Each legal entity involved submits its own ESPD

If you submit your Tender as a Consortium or rely on Third Parties to meet an Eligibility Requirement, you must submit several ESPDs, one for each organisation involved. You can read more about this in section 7.6.

With a signed ESPD, you declare that you are eligible for this Contract.

By ticking 'Yes' under α in **Part IV** of the ESPD ('Selection criteria') you declare that your undertaking complies with all the Eligibility Requirements set out in section 3.3 of this Descriptive Document. The ESPD uses the term selection criteria. This refers to the Eligibility Requirements.

With a signed ESPD, you also declare that the Exclusion Grounds do not apply to your undertaking

If an Exclusion Ground applies and you still submit a Tender, provide the information and/or measures requested in **Part III** of the ESPD (Exclusion grounds).

Print the ESPD, sign, scan and upload it via TenderNed

Your ESPD is valid only if it has been signed by someone with the proper authority for that purpose.

If something goes wrong while you are working with the ESPD, you will be given one more chance

We do this because the ESPD might be unfamiliar to you and we understand that things can sometimes go wrong.

7.6. Submitting a Tender as a Consortium or using a Third Party

Economic Operators may decide to jointly participate in a Tendering Process

Reasons can include:

- they do not have sufficient individual capacity, experience and/or expertise;
- to spread risk: financial and/or dependence on one large Client;
- they have no chance individually (SMEs).

The Contracting Authority may not prohibit Tenders being submitted by a Consortium or using one or more Third Parties. However, it may impose proportional conditions, such as joint and several liability, a single point of contact or the establishment of a legal entity after the Contract is awarded. Also see Articles 2.52 and 2.92 of the Public Procurement Act 2012.

You must complete the European Single Procurement Document (ESPD), as set out in Annex 4 – ESPD, and meet the conditions set out below:

Submitting a Tender as a Consortium

In the case of a joint venture (Consortium), all participants in the joint venture must complete and sign their own copy of the ESPD. This will be appended to the Tender. Under **Part II A**, Method of participation in the ESPD, they must give the names of all Consortium Members and their own role, also specifying which economic operator is in charge of the joint venture (Consortium) and acts as the authorised party ('coordinator') on behalf of the joint venture (Consortium) in dealings with the Client.

The coordinator is therefore the economic operator who is duly authorised by each Consortium Member to enter into obligations on behalf of the joint venture for this Tendering Process, for which all individual participants in the joint venture are fully, jointly and severally liable towards the Client.

By submitting a Tender, each Consortium Member declares that:

1. the information provided in the Tender and ESPDs is correct and legally valid;
2. they are each jointly and severally liable for the performance of the Contract and warrant the correct and timely fulfilment of all obligations under the Agreement.

After the period for submitting the Tender closes, the composition of the Consortium may not change without the Client's consent.

Using a Third Party to meet the Eligibility Requirements

If you rely on a Third Party to meet the Eligibility Requirements, you must tick 'yes' in **Part IIC** of the ESPD. Third parties which a Tenderer relies on to meet the Eligibility Requirements must also submit their own copy of the ESPD with the information we request in **Parts IIA, IIB and III**.

A condition for relying on a Third Party to comply with the stated Eligibility Requirements is that the Tenderer must be able to demonstrate that he actually has access to the Third Party's resources needed for that Contract. This can be done, for example, with a statement from the Third Party that it is prepared to perform the relevant work.

If you rely on the technical and professional ability of a Third Party, you must be able to deploy the resources necessary for the performance of the Contract during the entire term of the Agreement.

Only one manner of submission is allowed

You may participate in this Tendering Process once only: either as an independent Tenderer or as a Consortium Member. If you do not comply with this rule, all your Tenders will be invalid and we will exclude all parties involved from further participation in the Tendering Process.

The three situations below are also prohibited in principle, unless you demonstrate that (i) the Tenders in question were drawn up separately, i.e. completely independently of each other, (ii) without knowledge of the relevant market behaviour of the other Tenderer/Consortium, and (iii) there is no threat to transparency and/or distortion of competition:

- You may not submit a Tender as an independent Tenderer or as a Consortium Member and also act as a Subcontractor for another Tenderer or Consortium;
- You may not act as a Subcontractor for more than one Tender;
- If you are part of a group, several subsidiaries or group companies of this group may not submit a Tender.

If we believe that one of these three situations applies, we will ask you to issue an anti-collusion statement. In the anti-collusion statement, you must declare that (i) your Tender has been drawn up separately, i.e. completely independently, (ii) without knowledge of the relevant market behaviour of any other Tenderer/Consortium, and (iii) there is no threat to transparency and/or distortion of

competition between Tenderers/Consortiums. You must also specify the measures you have taken for this purpose.

If you cannot demonstrate this, all your Tenders will be invalid and we will exclude all parties involved from further participation in the Tendering Process.

You may subsequently involve others in performing the Contract with our consent

If you have been awarded the Contract and would like to involve another party in performing the Contract after the Agreement has been concluded, ask us to give consent first. As the Contractor, you will always remain responsible for performing the Contract as we have agreed.

7.7. Submitting a Tender as a subsidiary or operating company

If the Tenderer is a subsidiary or operating company, these rules apply:

The Tenderer and the holding or parent company must sign Annex 5 - Holding Company Statement

By doing so, the holding or parent company declares that it is jointly and severally liable for debts arising from the Tenderer's legal acts. This is also stipulated in Article 2.403 of the Dutch Civil Code. Alternatively, the Tenderer declares that it does not rely on Article 2.403 of the Dutch Civil Code. In both cases, the Tenderer must submit a signed Annex 5 - Holding Company Statement with its Tender.

8. Conditions

If we award you the Contract, we will enter into an Agreement with you. In this chapter you will read about what you are agreeing to, and the accompanying rights and obligations.

8.1. Agreement and Government Terms and Conditions

We record the mutual rights and obligations in the Agreement

The General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018) and the DRAFT EU CLAUSES: AI (NON-HIGH RISK) are also part of the Agreement. By submitting a Tender, you agree to the draft Agreements and the above terms and conditions, including the amendments made by the Summary of Additional Information and Changes.

When in conflict the ARVODI-2018 takes precedence over the DRAFT EU CLAUSES: AI (NON-HIGH RISK).

We do not accept your delivery conditions, payment conditions or other general terms and conditions, and these are expressly not part of the Agreement that we enter into with you.

The Descriptive Document, including Annexes and the Tender of the winning Tenderer, will become an integral part of the Agreement. This means that the response to the Award Subcriteria and your price are included and part of it.

We have no purchase obligation under this/these Framework Agreement

We are not obliged to purchase your Services or Products. But we do use the Framework Agreement to request an offer from you if we need your Products or Services.

8.2. Reimbursement of tender costs

You may not charge any Tender Costs for this Contract

You are liable for all costs related to this Tendering Process. Any damage that may occur because the Tendering Process is terminated or because you are not awarded the Contract is also at your own risk.

9. Complaints procedure

It may occur that dissatisfaction arises regarding how actions are taken or have been taken during the procedure. This can lead to a complaint. Any (potential) Tenderer who has an interest in the Tender can submit a motivated complaint. An Interested Party or Tenderer is advised to submit their complaint as early as possible.

- Complaints must be submitted in writing via email to inkoop@kb.nl with the subject 'Complaint about tender 'Full text digitization'.
- The KB strives to keep the complaint handling period as short as possible. After the complaint handling process is concluded, the complainant will receive a written, motivated result of the complaint handling.
- The KB reserves the right not to process a complaint; if this occurs, the complainant will also be informed in writing with a motivated explanation.
- The complainant is free to submit the complaint (also) to the Commissie van Aanbestedingsexperts ([Procurement Experts Committee](#)).

Submitting a complaint generally does not suspend the Tender. The KB is free to decide whether or not to suspend the tendering procedure.

Glossary

In this Descriptive Document and the Agreement, some terms are used regularly. As we want to ensure that you know exactly what you are submitting a tender for, we explain these important terms below.

<u>Agreement</u>	The written framework agreement arrangements between the Client and the Contractor concerning the Contract. Annex A contains the draft agreement.
<u>Annex</u>	Any document entitled 'Annex' appended to this Descriptive Document. Also the documents on TenderNed with the title 'Annex'. An Annex is part of the Descriptive Document.
<u>Award Criterion</u>	The criterion that forms the basis for the Award Decision.
<u>Award Decision</u>	The award of the Contract to a Tenderer. This means that we intend to conclude the Agreement with this Economic Operator.
<u>Award Subcriterion/ Award Subcriteria</u>	A further elaboration of the Award Criterion.
<u>Certificate of Conduct for Procurement</u>	The statement according to the description in Article 4.1 of the Public Procurement Act 2012.
<u>Client</u>	The legal entity with which the Contractor enters into the Agreement.
<u>Consortium Member</u>	Anyone who is part of the Consortium that submits a Tender.
<u>Consortium</u>	Two or more legal entities that submit a Tender in the Tendering Process as a joint venture.
<u>Contact person</u>	KB Mr. Thomas Knol Senior Procurement Adviser
<u>Contract</u>	The public contract for which you can submit a Tender via this Tendering Process within the meaning of Article 1.1 of the Public Procurement Act 2012.
<u>Contracting Authority</u>	De Koninklijke Bibliotheek. Chapter 1.1 of this Descriptive Document describes the specific participant(s) in this Tendering Process.
<u>Contractor</u>	The Tenderer with which the Client enters into an Agreement for Full text digitization

<u>TenderNed</u>	The electronic tender platform in which this European tender is carried out.
<u>Descriptive document</u>	This document and its Annexes.
<u>Economic Operator</u>	A contractor, supplier or service provider according to the description in Article 1.1 of the Public Procurement Act 2012.
<u>Eligibility Requirements</u>	Requirements that show you are suitable to perform the Contract.
<u>European Single Procurement Document (ESPD)</u>	Declaration that you complete and sign with your Tender in accordance with the standard form as referred to in Commission Implementing Regulation (EU) 2016/7 of 5 January 2016.
<u>Exclusion Grounds</u>	The mandatory and optional Exclusion Grounds from participation in the Tender as referred to in Articles 2.86 and 2.87 of the Public Procurement Act 2012, respectively.
<u>Formal Requirements</u>	Formal Requirements to be met by the Tender. These are included in section 7.3.
<u>Framework Agreement</u>	An Agreement between the KB and one or more Contractors aimed at establishing the conditions for awarding contracts over a certain period and on the basis of which the KB can grant a contract to the Contractor for the provision of Services or Deliveries. A Framework Agreement does not involve an obligation to purchase.
<u>Public Procurement Act 2012</u>	Act of 1 November 2012, setting out the new rules for tendering (Bulletin of Acts and Decrees 2012/542).
<u>Requirements</u>	Requirements set out in the Schedule of Requirements that you and/or your Tender must meet to be eligible for the award of the Contract.
<u>Schedule of Requirements</u>	Requirements relating to the Contract.
<u>Sub agreement</u>	The agreement between the organization and the Contractor under the Framework Agreement
<u>Subcontractor</u>	An Economic Operator who performs part of the Contract. The Subcontractor does this on the instructions and under the responsibility of the Contractor.
<u>Summary of Additional Information and Changes</u>	The document containing:

- our answers to questions from you and other potential Tenderers;
- amendments or additions to the Descriptive Document and/or the Annexes.

The Summary of Additional Information and Changes is part of the Tender Documents.

Tender

An offer made by Tenderer based on the Descriptive Document in this Tendering Process.

Tender documents

All documents drawn up or referred to by the Contracting Authority to describe or determine parts of the Tendering Process or the procedure.

Tenderer

An Economic Operator who has submitted a Tender for the purpose of this Tendering Process. A potential Tenderer is an Economic Operator who has registered on TENDERNED, downloaded the Descriptive Document and possibly intends to submit a Tender for this Tendering Process.

Tendering Process

This procurement procedure. We apply the 'open procedure'.

Third Party

The entrepreneur that the Tenderer relies on to comply with the Eligibility Requirements.