Call for tender

'Research Data Repository System'

European Public Procurement Procedure
Open Procedure

March 13th 2019

Delft University of Technology
Finance
Procurement Department
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1. Introduction

The Delft University of Technology with all its related parts (hereinafter referred to as: 'the contracting authority') is in accordance with the Higher Education and Scientific Research Act (Wet op het Hoger Onderwijs en Wetenschappelijk Onderzoek) a legal personality and thus a contracting authority. The contracting authority is an incorporated institution and, as such, obliged to issue European public procurement procedures in respect of all acquisitions of which the contract value exceeds the applicable European procurement thresholds. The guiding principle is that no obligations shall arise for the contracting authority other than the obligation to comply strictly with the statutory regulations and procedures as set down in the Public Procurement Act (*Aanbestedingswet*) 2012 (last amended in 2016, Stb 241), the Public Procurement Decree (*Aanbestedingsbesluit*) (last amended in 2016, Stb 242), the Dutch Proportionality Guide (*Gids proportionaliteit*) 2016 and Procurement Rules for Works (*Aanbestedingsreglement Werken*) 2016.

The objective of the public procurement procedure is to award the contract by concluding an agreement with one (1) service provider for the provision, implementation, maintenance and support of the research data repository system that will replace the current system of the 4TU.ResearchData archive.

Section 2 sets out the objective, subject matter and scope of this public procurement procedure. The procedure and schedule to be followed are specified in section 3. Section 4 concerns the award procedure and assessment of tenders and explains the assessment structure. Section 5 addresses the selection criteria and discusses the exclusion grounds and suitability requirements for the tenderer. Section 6 outlines the supplementary conditions with regard to the contract (Statement of requirements).

With a view to the award decision and the eventual conclusion of a contract, the Statement of preferences is set out in section 7. This statement addresses the quality aspects of the public procurement procedure, as a part of the award criterion 'Best price-quality ratio'. Section 8 is devoted to the 'Price' element of the award criterion.

2. Objective, subject matter and scope of the public procurement procedure

This section provides a brief description of the objective, subject matter and scope of the public procurement procedure. It also considers the project organisation and describes the current and envisaged situation in relation to the provision, implementation, maintenance and support of the research data repository system that will replace the current system of the 4TU.ResearchData archive.

Before addressing these topics further, the contracting authority emphasises that, as the contracting authority, it is strongly committed to the principle of Corporate Social Responsibility. In this regard, the Executive Board of the contracting authority adheres to the following statement of intent:

"The contracting authority attaches great importance to Corporate Social Responsibility (CSR) and hence supports the OECD Guidelines for Multinational Enterprises (2011 Edition). These are guidelines for companies to deal with matters such as: supply chain responsibility, human rights, child labour, the environment and corruption. The contracting authority expects its suppliers to respect these guidelines."

2.1 Subject of the contract and scope of the public procurement procedure

This section discusses in detail the purpose of this tender. Before discussing this, the organizational structure is briefly outlined. A glossary to clarify terms used in this document can be found in Appendix 1.

The 4TU.Federation is a collaboration between the four universities of technology in the Netherlands, namely Eindhoven University of Technology, Delft University of Technology, the University of Twente and Wageningen University & Research. The aim of the four universities is to further strengthen their position both nationally and internationally and thus strengthen the position of the Dutch knowledge economy. To this end, the universities cooperate in the areas of education, research and the application of knowledge.
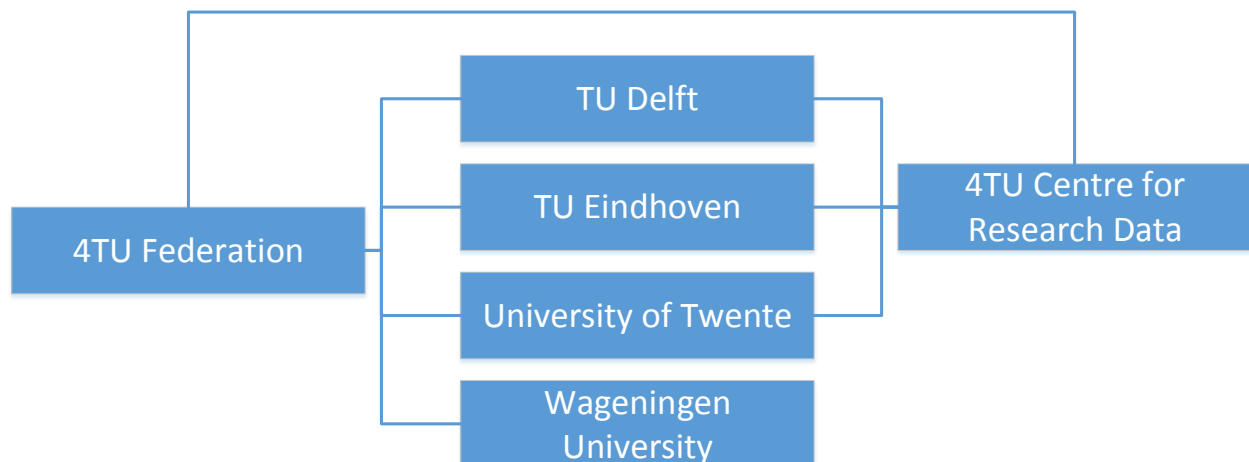
Figure 1: Organisational chart

Within the 4TU.Federation, 4TU.Centre for Research Data was established in 2008. It started, and remains, as an initiative of three technical universities, namely Eindhoven, Delft and Twente, despite the fact that the name 4TU.ResearchData suggests otherwise. The duties and responsibilities of each member of 4TU.ResearchData are laid down in a Consortium Agreement.

4TU.Federation has commissioned Delft University of Technology to execute this tender on behalf of 4TU.ResearchData as the contracting authority and contract owner.

4TU.Research Data requires a centrally-administered research data repository into which any researcher can deposit research data, along with descriptive metadata, in order to enable the storage, curation, discovery of, and access to, that data over long time periods (15 years+). The actual data storage will remain on servers of Delft University of Technology and is not part of this tender.

The goal of the procurement procedure is to award a contract to one supplier for the provision, implementation, maintenance and support of the research data repository system that will replace the current system of the 4TU.ResearchData archive.
The contracting authority is aiming for an agreement with one supplier for a period of three years, and then succeeded by two times an option for a subsequent extension of three years. The total maximum contract period is nine years.

2.2 Description of the current situation

The core business of 4TU.ResearchData is to provide an archive for long-term access and curation of research datasets, with a focus on data from science, engineering and technology. The current archive went live in 2010 and since then has been managed as a service for researchers (from universities around the world) to deposit and share their data, and for other researchers to download and use data in their research. Every researcher, both in the Netherlands and abroad, can upload data to the data archive or access and download data for use in their research. Nevertheless, 97% of the data in the 4TU.ResearchData archive comes from the three technical universities.
See Appendix 2 for statistics on the usage of 4TU.ResearchData.

As a Trusted Digital Repository that has acquired the *Data Seal Of Approval*, it is essential to 4TU.ResearchData that data remains available, comprehensible, and usable over timescales of 15+ years.

The 4TU.ResearchData archive is hosted and managed by the TU Delft Library, locally stored on the contracting authority's servers and governed by the legal statements of its host institution, the contracting authority. 4TU.ResearchData staff, all located at the TU Delft Library, is responsible for managing and maintaining the data archive, including its preservation policy to guarantee long-term usability and comprehension of its archive's data. The 4TU.ResearchData team cooperates closely with the ICT Department of the contracting authority, which is responsible for the technical infrastructure (storage on redundant servers, backup strategy, and data recovery).

2.2.1 Technical infrastructure

The 4TU.ResearchData archive currently consists of the following components:
- Fedora repository (Fedora Commons); for the management and discovery of metadata and data objects.
  The repository provides a search and browse interface, using Solr for indexing.
  End users are able to browse through the list of published datasets and collections, to perform a quick search across all metadata fields in all datasets/collections, as well as an advanced search using Boolean search operators and facets. Currently, all the data is openly available, meaning it can be accessed and downloaded by anyone who visits the 4TU.ResearchData archive.
  Every published dataset is assigned a DOI (Digital Object Identifier) to increase its discovery, reuse and citation.

- Django; for the ingest of metadata and data objects, and support in storing user data, authentication and authorisation.
  An user interface is provided to enable depositors to upload their data using a web form and add structured metadata and free text documentation describing the data and its creation. See Appendix 3 for an overview of all metadata properties which are included in the upload form.
  An administrative user interface is provided to enable administrators to undertake a metadata quality review and approve (or reject) the dataset for publication.

4TU.ResearchData also maintains an OPeNDAP server for the storage and querying of data in netCDF format. The storage and OPeNDAP server will remain in existence, and fall outside the scope of the procurement process.

2.2.2   Data model

In addition to single datasets, a dataset that consists of one object with associated metadata and data files, 4TU.ResearchData also supports a model for complex datasets in which multiple objects (collection, dataset, location, measuring instrument, etc.) are linked to each other. In addition, for example in the case of time series, datasets can be included in different hierarchical levels. The hierarchical relationship between the collection and the different parts is included in the metadata of both the collection and the individual parts.
To expose, share and interlink datasets on the Web, all metadata in 4TU.ResearchData is currently stored as RDF and is making use of standard ontologies and vocabularies. E.g. Dublin Core (dcterms), foaf, owl, wsg84 (coordinates), geonames, and an own ontology for topics that were not covered in the standard ones. This results for example in presenting location data on a map. See Appendix 4 for a complete overview of all metadata in the 4TU.ResearchData archive.

2.2.3 Roles and permissions

In order to be able to perform archival tasks and maintain the data archive, 4TU.ResearchData currently distinguishes two user roles for the management of the data (that can execute at least the following) :
- Administrator; who is able to edit metadata (before and after publication); define custom metadata elements; accept, publish, and/or reject new dataset submissions; view and edit user information; download data files; replace data files; change metadata; change/convert file formats; perform bulk editing tasks on metadata; change metadata formats for exporting metadata; change user interface settings.
- Moderator; who is able to edit metadata (only before acceptance of the dataset); accept, publish, and/or reject new dataset submissions; view and edit user information; download data files.

End-users of the 4TU.ResearchData archive are:
- Registered user; the person who is logged in to make use of the repository.
  In the new repository system two types of Registered users are foreseen:
  - Registered User - Member; a registered user from one of the members of the 4TU.ResearchData consortium.
  - Registered User - Non-member; a registered user not from the 4TU.ResearchData consortium but still making use of the 4TU.ResearchData repository.

- Depositor; the person who is logged in to submit data in the repository.
- Visitor; someone who, without logging in, views, downloads, or otherwise reuses content from the repository.

2.3   Description of the envisaged situation

The Vision for 4TU.ResearchData for 2018-2022 illustrates the desire to provide a greater breadth of functionality for its end-users. See Appendix 5 for this vision. As interest in research data management grows in the university sector, 4TU.ResearchData wishes to expand the functionality of the data archive in three related ways:

1)   An Extended Archiving Service
4TU.ResearchData wishes to continue to offer a long-term archiving service for research data. But it should extend beyond just offering open access to the published research data. Therefore 4TU.ResearchData wants to offer researchers more advanced support for embargo and restricted access. This should be accompanied by detailed statistics relating to the usage of the data. 4TU.ResearchData would also like to see the visualisation of data, where possible.

2)   A Platform for Data Management via an open API
It's crucial to 4TU.ResearchData to offer its researchers an open, well-documented REST API so that they can build discipline-specific tools that connect to the archive.

3)   Sharing Data Functionality for Ongoing Projects
4TU.ResearchData wishes to offer researchers generic tools for sharing data during a project. This is ideal for projects with multiple partners and institutions, that involve researchers from inside and outside the 4TU universities.

4TU.ResearchData wishes to work with a third-party supplier, experienced in the field of research data management. 4TU.ResearchData envisions the new data repository system to be provided following the SaaS model (Software as a Service) where the supplier is centrally hosting and maintaining the service and the actual research data is locally stored on servers of the contracting authority. The ICT Department of the contracting authority will make its servers available to the repository service via the S3 storage protocol.

The new repository system will replace the current system, which includes the Fedora repository and Django framework as described in 2.2.1. The implementation process includes a successful migration of all data and metadata stored in the current system to the new repository system.

The third-party system will be able to meet to the goals mentioned above, and the requirements detailed further below. This system provided by the third party should not be generic, but customised for the brand and function of 4TU.ResearchData, and be easily usable to researchers. Good usability, for both researchers and moderators, will be a crucial aspect of the third party solution.

The company managing the third-party system should also help 4TU.ResearchData with training of its staff in administering the system, the migration process from the old system and be responsive for requests for innovation in line with scientists' ever-evolving workflows and methodologies.

Furthermore, it's crucial to 4TU.ResearchData that the tenderer's system and its content are adequately physically and logically secured against loss or damage and against any form of unauthorized access, modification and provision or otherwise unlawful processing of data; the security meets the privacy security requirements under the General Data Protection Regulation (GDPR).

2.4 Description of the project organisation and project team

The project team, led by the Procurement project manager, coordinates and supervises the public procurement procedure and reports on this process to the internal customer.

The project team consists of representatives of the 4TU.Centre for Research Data, representatives from ICT TU Delft, representatives from Procurement University of Twente, TU Eindhoven and TU Delft. The tender procedure is coordinated and supervised by the project manager of the Procurement department of the contracting authority.

2.5 Future requests

In the near future there is a possibility that 4TU.Centre for Research Data will expand. The size of the University is comparable with the size of Wageningen University & Research.
Also, 4TU.Centre for Research Data foresees that it is possible that additional development work needs to be done that falls outside the scope of the yearly licence agreement and implementation.

2.6 Declaration of Conformity 'Objective, subject matter and scope of the public procurement procedure'

On the Negometrix platform, the tenderer must declare that it has read and understood the information presented in Section 2: Objective, subject matter and scope of the public procurement procedure.

3. Procedure and schedule

This section sets out the public procurement procedure and the associated time phased plan. The procedure is characterised by a number of formal times and requirements.

A tender shall be accepted for assessment if the tenderer has complied with all the provisions specified in this section. The contracting authority shall audit the tender in this respect.

3.1 Procedure

The public procurement procedure is set out below. This includes instructions, formal requirements for and substantive guidelines on submitting a valid tender.

3.1.1 Contact person

The contact person for the contracting authority is the Procurement project manager:

Delft University of Technology
Finance
Procurement Department
Ms. M. Tjaberings
Postbus 5
2600 AA Delft
Tel.:   +31 (0)15 – 278 8577
Fax: +31 (0)15 – 278 7272
E-mail: procurement@tudelft.nl

3.1.2 Open public procurement procedure

This open European public procurement procedure is compliant with the Public Procurement Act 2012. The course and implementation of the procedure shall be in accordance with the relevant provisions of the Public Procurement Act.

3.1.3 Electronic public procurement procedure

The public procurement procedure has been issued electronically using a specially implemented online platform provided and supported by the company Negometrix B.V. The Negometrix platform offers each individual tenderer its own, secure personal account through which to submit its tender. Each account is strictly separate from those of other tenderers.

All information concerning the present public procurement procedure shall be available to the tenderer on the Negometrix platform following registration and log in. The tenderer can edit, update and finalise its tender until the 'deadline for submissions' (see Schedule). Late tenders and/or those that are faulty due to internet failure shall be at the risk of the tenderer. The tenderer is advised not to postpone submission until the last minute.

The contracting authority has no access to the tenderers' accounts and documents until the deadline for submission. Only after the deadline for submission has expired shall the tenders on the Negometrix platform be made available to the contracting authority, which may then access and process the tenders. The tenders are opened automatically within the platform and no record of the opening is generated.

For assistance or system-related queries, please contact:

Negometrix Service Desk
+31 (0)85 – 208 4666
servicedesk@negometrix.com

3.1.4 Forms and annexes for information

All forms and annexes for information form an integral part of the Call for tender. Both documents constitute the basis for this public procurement procedure. The contracting authority shall publish any alterations to these documents during the procedure by means of an Information notice or notices. The new version of the document may be annexed to the Information notice.

3.1.5 Confidentiality and communication ban

The principles of objectivity and equal treatment of tenderers do not permit (the employees of) the contracting authority and (the employees) of the tenderer to have any contact with one another or to issue any statements regarding the tender or the public procurement procedure except via the designated contact person of the contracting authority.

This provision shall apply from the moment that the public procurement procedure is published, or as soon as the contracting authority explicitly mentions the communication ban, up to and including the publication of the final award of the contract. Violation of this provision can result in exclusion from further participation in the public procurement procedure. An exception to this ban shall be made for contact between a tenderer, which is already a contracting party and one of the contracting authority's present suppliers, and the employees of the contracting authority, with respect to ongoing matters pertaining to existing contractual relationships and contracts.

3.1.6 Award notice

The contracting authority is not obliged to disclose to the tenderer any internal documents, such as the assessments of and/or scores awarded by individual assessors, internal recommendations in the context of the assessment, or internal contract award recommendations, except in accordance with the statutory provisions of the Public Procurement Act.

3.1.7 Language

The tender must be written in English. All interactions and other communication relating to the tender, the public procurement procedure and the implementation of the agreement shall also be in English. Where a tenderer does not comply with this requirement, it shall be excluded from further participation in the public procurement procedure.

3.1.8 Amounts

Unless otherwise specified, all amounts shall be stated in euros exclusive of value added tax.

3.1.9 Period for finalising tenders and tenders without commitment

The tenderer must finalise the tender and its bid within a period of one hundred and eighty (180) days, to be calculated from the deadline for the submission of the tender. In the event that a civil interim relief proceeding is instituted against the award decision, the aforementioned finalisation period shall end 35 calendar days after the date of the ruling of the court of first instance, where this period ends later than the period referred to in the first sentence.
Any non-committal tenders and/or bids and/or those submitted by a tenderer subject to its own conditions shall be disregarded and eliminated from consideration as invalid tenders and/or bids.

3.1.10 Remuneration

The costs of preparing the tender shall be entirely at the risk and expense of the tenderer. The contracting authority shall not remunerate such costs under any circumstances whatsoever.

3.1.11 Ownership of the submitted tender

All submitted tenders shall become the property of the contracting authority. Upon completion of the public procurement procedure, the contracting authority shall archive a copy of each tender in the tender dossier.

3.1.12 One tender only

Tenderer may submit only one tender for the present public procurement procedure, either individually or as a member of a collaboration or a subcontractor.

In case a tender is submitted as a collaboration or a combination the following additional conditions will apply:

- The collaboration as a whole shall comply with all eligibility requirements
- The members of the collaboration agree with the acceptance of the joint liability (of all members of the collaboration) for the full and correct implementation of all commitments towards the contracting authority arising from/ associated with the purchase, if contract is awarded
- All the members of the collaboration shall submit an ESPD form separately along with the tender. The submitted ESPD will apply as the formal proof of registration for the tender.
- The contracting authority will not lay down requirements for the legal form of the combination of companies. The contracting authority may require that the collaboration must take a certain legal form, if this is deemed necessary for the performance of the contract. The (final) legal form of the collaboration shall be included in the agreement.

3.1.13 Deriving rights from data

The tenderer shall not derive any future rights or purchase obligations on the part of the contracting authority from the turnover and volume data provided in this Call for tender and/or its annexes. These data are indicative and based on historical company data.

3.1.14 Intellectual property of the Call for tender

Subject to exceptions made by the Copyright Act, nothing from this Invitation to Tender including the appendices may be reproduced by means of printing, photocopying, scanning, microfilm and such, without the written permission of the contracting authority, other than for the purpose of this tender.

3.1.15 Subsequent orders

No rights to subsequent orders may be derived from the award of the contract and placement of an order by means of concluding the contract, unless the contracting authority decides otherwise.

3.1.16 Discrepancies and/or errors

This Call for tender and all its annexes have been prepared with utmost care. Nevertheless, should the tenderer identify any discrepancies and/or errors, it may notify the contracting authority of this, stating any consequences, via the Negometrix platform using the 'Clarification request' form.

This Call for tender and its annexes are drawn up with great care. If the Call nevertheless contains errors, omissions or discrepancies, the tenderer is asked to report this before the conclusion of the registration period by the contracting authority or by asking questions about this, so that the contracting authority can recover any errors, omissions or discrepancies in time. If tenderers will not report while these errors, omissions or discrepancies were or should have been known to him, he would no longer be able to rely in a possible (objection) procedure for example against the (intended) selection and/or award decision ".

3.2 Schedule

The time phased plan of the public procurement procedure is set out in the following paragraphs.

3.2.1 Public procurement procedure schedule

The schedule of the public procurement procedure is shown in the table below. If circumstances require the contracting authority to adjust any periods or dates, it shall notify the tenderers as soon as possible by e-mail via the Negometrix platform.

Activity	Date
Date of publication of the announcement of the contract on TenderNed	March 13th 2019
Information notice fase: * Deadline for the first submission of clarification requests. * Date of publication of the first Information notice. * Date of publication of the last Information notice.	 March 21th 2019 12.00 P.M. March 29th 2019 April 18th 2019
Deadline for the submission of the electronic tender.	April 30th 2019 10.00 A.M.
Date of publication of the provisional award decision and/or rejection letters.	May 29th 2019
Start date of suspension period (standstill period)	May 30th 2019
Date of submission of means of proof.	June 4th 2019 17.00 P.M.
End date of suspension period (standstill period)	June 21th 2019
Proof of Concept	June 24th 2019- August 5th 2019
Date of notification of final award of the contract to the tenderer	August 6th 2019
Agreement commencement date	T.B.D.

3.2.2 Proof of Concept

Part of the tender procedure is the Proof of Concept, hereafter PoC. The goal of this PoC is to determine if the tenderer is capable to meet all the requirements as described in the statement of requirements and statement of preferences. The PoC will take place after the provisional award decision, but before final award of the contract. The contracting authority reserves the right to stop or cancel the PoC at any time.

If the PoC proves that all requirements have not been met, the tenderer who was first in the rating will not be awarded the contract. The tenderer who finished second in the rating will then be asked to execute the PoC. The same procedure will be followed in order to be able to complete a successful PoC. If it turns out that the tenderers do not pass the PoC successfully, the contracting authority will refrain definitive award. The tenderer is under no circumstances permitted to charge the costs incurred, or to claim compensation, at the contracting authority.

A test plan will be drawn up prior to the PoC. The contracting authority is in charge of the tests to be carried out. The tests are carried out by contracting authority's staff. The supplier is available on location at agreed times, and supports the drawing up of the test plan and the execution of the tests. This plan will indicate what will be tested and how the tests will be carried out. Elements from the services offered will also be tested in the PoC.

By registering for this tender, the tenderer agrees with this procedure. The lead time for the PoC is 6 weeks. More information about the PoC and the specific requirements are mentioned in Chapter 6 Statement of Requirements, A53.

3.2.3   Clarification requests and Information notices

The tenderer may submit a clarification request regarding the content of the Call for tender and its annexes. The tenderer may also request clarification regarding the justification set out in the Call for tender and note any contradictions. The requests shall be submitted to the contracting authority via the Negometrix messaging module, using the 'Clarification request' form (as *.doc* or *.docx* files).

If the tenderer is a consortium, as defined under § 'Consortium or relying on one or more third parties' in Section 5, any questions shall be prepared and submitted by the intermediary, acting as the official tenderer.

Submitted questions shall be anonymised and answered in the Information notice. If there is reason for this, the contracting authority may decide to allow one or more additional opportunities to submit clarification requests. The Information notice or notices constitute an integral part of the public procurement procedure documents.

3.2.4   Means of submitting the tender

Submission of the required documents and information exchange shall take place entirely electronically via the Negometrix platform. Tenders that are (also) submitted in hard copy shall be returned to the tenderer unopened. Documents submitted in this manner shall be regarded as not submitted.

For the submission of the tender, questions were included on the Negometrix platform that have to be filled in by the tenderer. Every question from the questionnaires must be answered. The manner of answering can vary per question. For example, answering is possible by using the correct option (eg yes / no) and / or uploading requested documents / fill-in forms. If the question relates to an information annex or if it is required that a form is filled in, the relevant document is included in the question. Fill-in forms must always be completed and uploaded to the question as a .pdf document, unless stated otherwise.

The tender must be submitted and uploaded via the Negometrix platform, in accordance with the prescribed formal requirements, by the submission deadline. Until that time, the tenderer may revise, supplement and finalise its tender. After that time, the system shall be closed to tenderers and the contracting authority can open the tenders and the associated documents.

3.2.5   Manifest errors (remedy of defaults)

After opening the tender, the contracting authority reserves the right, in accordance with article 2.102 of the Public Procurement Act, to request the tenderer to remedy or explain any manifest errors, obvious omissions or ambiguities. This includes minor errors in the tender that can easily be corrected. Such corrections may not substantively change the tender. The tenderer must respond accordingly within the specified period. Such supplementary information and/or corrections of errors shall then form an inextricable part of the tender. Failure to respond in time, in full or at all shall result in exclusion from further participation in the public procurement procedure.

3.2.6   Non-conforming tender (correction of errors)

Based on the principle of equal treatment, tenders that do not comply with the requirements stipulated in this Call for tender shall not be eligible for consideration. As a rule, failure to comply with these specifications shall render a tender invalid or irregular. Although the opportunity to correct errors is generally inconsistent with the principle of equal treatment, in certain circumstances procedural errors may, within reason, be corrected provided there is no risk of this distorting the competition. In this respect, a distinction should be made between:

- errors due to non-compliance with substantive requirements; and
- errors of a purely procedural nature, such as lateness or incompleteness.

Non-conforming tenders of this kind will not usually be eligible to be awarded the contract. Omission of documents, incompleteness and/or missing information, non-compliance with requirements and the like shall generally lead to exclusion. The contracting authority is obliged to ensure that it makes only limited use of the opportunity to correct errors.

3.2.7   Provisional award decision

Once the tenders have been assessed and the contracting authority has upheld the contract award recommendation, the provisional award notice shall be issued to notify both the successful and the rejected tenderers of this decision. The award shall be specifically subject to:

- the results of the verification of the supporting documents for grounds for exclusion and suitability requirements.
- approval by the Executive Board of the contracting authority.

If, for some reason the need arises, the contracting authority reserves the right to decide against awarding the contract (provisionally or otherwise).

The issue of the provisional award notice by the contracting authority shall not constitute the acceptance of the tenderer's bid, as defined in article 6:217, Section 1 of the Netherlands Civil Code.

3.2.8   Verification of grounds for exclusion and suitability requirements (supporting documents)

Such verification only concerns the 'tenderer to which the contract has been provisionally awarded' and takes place after the issue of the provisional award decision. The law prescribes that the supporting documents may not be requested before the provisional award decision.

In the Self-declaration, the tenderer declares that the stated grounds for exclusion do not apply to it and that it meets all of the specified suitability requirements. The grounds for exclusion and suitability requirements are set out in Section 5.

In some cases, the contracting authority may deem that a supporting document submitted to this end requires further clarification or supplementation. The tenderer shall receive the opportunity to provide such clarification or supplementation. As a rule, such clarifications and supplements shall concern manifest errors and omissions, as defined under § 'Manifest errors' in this section. The contracting authority shall justify any such requests. If, after verifying the supporting documents, the contracting authority deems a tender non-conforming (see § 'Non-conforming tenders' in this section), the tender shall be regarded as having been non-conforming from the time of its official submission.

If a tender, to which the contract has been provisionally awarded, is deemed non-conforming, this may have consequences for the score and points awarded for the 'Price' element, as well as for the ranking upon which the provisional award decision was based. The contracting authority shall weigh and evaluate these consequences and, if necessary, arrive at a new provisional award decision.

3.2.9   Reservation of the right to stop the public procurement procedure

In the event of unforeseen circumstances, the contracting authority may have cause to stop the public procurement procedure, in part or in full, temporarily or permanently, or it may decide to refrain from awarding the contract. The contracting authority shall announce and justify any such decisions. The tenderer is not entitled to remuneration of any costs incurred.

3.2.10 Standstill period

The contracting authority shall take into account a standstill period of at least 20 (twenty) calendar days, commencing on the day after the date that notification of the provisional award decision is sent to the tenderer(s) concerned.

Any tenderer that does not agree with this decision may contest it within the above-mentioned period by means of an interim relief proceeding brought before The Hague interim relief judge.
This can be done by serving a summons on the contracting authority:

Delft University of Technology
Stevinweg 1, 5th floor
2628 CN Delft

To ensure that the procedure progresses quickly and properly, any tenderer that institutes an interim relief proceeding is urgently requested to inform the contact person of the contracting authority thereof by forwarding a copy of the summons via the messaging module of the Negometrix platform. The contracting authority shall then inform the other tenderers, on the Negometrix platform, that an interim relief proceeding has been instituted.

An application for joinder or intervention must be submitted to the competent court as soon as possible, and no later than one day before the interim relief proceedings. The contracting authority shall wait, in principle, for the ruling from the interim relief proceeding before taking the final award decision.

If, within the standstill period, none of the interested tenderers institutes an interim relief proceeding against the award decision, and the verification of the exclusion grounds and suitability requirements does not reveal any irregularities, the contracting authority shall be free to award the contract to and conclude an agreement with the successful tenderer.

3.2.11 Complaint-handling in public procurement procedures

In a public procurement procedure, a tenderer may be dissatisfied with the manner in which the procedure is conducted. This may result in a complaint. The contracting authority is expected to try to deal with any such complaint at an early stage and resolve it by mutual agreement as far as possible, so that the complaint is not needlessly brought before the court. Misunderstandings, unintended errors and unjustified requirements within the public procurement procedure may be remedied in this manner, without having to escalate matters. For this, the contracting authority shall apply the 'Complaint-handling regulations for public procurement procedures', which describe the procedure to be followed and confirm when it is a matter of a 'complaint'. These regulations are appended to the Negometrix platform for information.

3.2.12 Tenderer declaration

The tenderer declares that all questions have been fully and truthfully answered and that all the information provided and data submitted in the context of the public procurement procedure are in accordance with the facts, correct and complete. If, at a later stage, any non-compliance is detected, the tenderer may be excluded from further participation or prior agreements may be cancelled without legal consequences for the contracting authority.

The tenderer agrees with the following provision: If a tenderer acts in a manner that violates a fundamental principle of the Public Procurement Act (for example, the principle of equality) and if this violation has resulted or could result in the restriction of fair competition, this tenderer shall be excluded from the public procurement procedure. This shall also apply if the violation or restriction of fair competition is only evident after notification of the award decision has been sent to all tenderers. Before the contracting authority decides to exclude a tenderer on these grounds, it shall inform the tenderer of its intention, and the tenderer shall be given the opportunity to prove to the contracting authority that there is no question of a violation of a fundamental principle of the Public Procurement Act or the restriction of fair competition.

By submitting a tender for this public procurement procedure, the tenderer declares that it is aware of the fact that conduct contrary to a fundamental principle of the Public Procurement Act may lead to the above-mentioned consequences. Conduct contrary to a fundamental principle of the Public Procurement Act shall be understood to mean a violation of the (mandatory) legislation and regulations applicable to this public procurement procedure. The contracting authority is entitled to use all the means at its disposal to determine whether there has been a violation of the fundamental principles of the Public Procurement Act or a restriction of fair competition. An irrevocable (judicial) decision is not required for this.

The tenderer should be aware that, where its conduct is or appears to be in violation of the conditions and instructions applicable to this public procurement procedure, this may lead to unconditional exclusion from the remainder of this procedure.

3.2.13 Declaration of Conformity 'Procedure and schedule'

On the Negometrix platform, the tenderer must declare that it has read and agree with the information presented in Section 3: Procedure and schedule.

4. Award procedure and assessment methodology

This section describes the procedure after the tender has been submitted and the process by which the award decision is reached. It discusses the assessment methodology, the means of substantive assessment of the tenders and reasons for which points are allocated.

4.1 Award criterion

The contracting authority shall award the contract based on the criterion 'Best price-quality ratio'. Here, the weighing factor of the 'Quality' element is 80% and the 'Price' element 20%. The maximum points available for quality and price are a total of 1000 points. With due observance of the weighing criteria set out above, this amounts to a maximum of 800 points for quality and a maximum of 200 points for price.

4.2 Award procedure

The award procedure is described in the paragraphs below.

4.2.1 Assessment of completeness

First, the contracting authority shall determine whether the submitted tenders are complete. The selection committee shall verify whether the uploaded documents and prescribed formats are complete and have been submitted in accordance with the applicable procedure.

In case of manifest errors (see Section 3 § 'Manifest errors'), the contracting authority shall require the tenderer to remedy the default. If a default is not remedied on time and/or accurately or if a tender fails the test for completeness, the tender shall be set aside and not deemed eligible for further assessment.

4.2.2 Verification of the selection criteria

The contracting authority shall verify the selection criteria of the tenderer as described in chapter 5. This includes the exclusion and eligibility requirements.

4.2.3 Assessment of compliance with Statement of requirements

The contracting authority shall then assess whether the tenderer complies with the Statement of requirements. If the tender does not comply with the Statement of requirements, it shall be set aside and not deemed eligible for further approval/assessment.

4.2.4 Assessment of the 'Price' element

The next step in the award procedure is the assessment of the 'Price' element. This is entirely independent of the assessment of the 'Quality' element. The 'Price' element shall be assessed by the Procurement project manager, who shall be assisted by a specialised financial expert, if necessary.
In the contract award, the contracting authority only communicates the total score for the 'Price' element.

The maximum number of points available for the 'Price' element is **200 points**.

The contracting authority shall assess the 'Price' element by applying the following formula:

For each price component, the tenderer with the lowest price for that component shall serve as the basis for applying the formula in accordance with the provisions set out in Section 8: Price. The result of the formula shown below has a lower limit of 0 points.

Price component 1
120 points – (((price quoted – lowest price)/lowest price) x 120 points) = total number of points obtained

Price component 2
20 points – (((price quoted – lowest price)/lowest price) x 20 points) = total number of points obtained

Price component 3
20 points – (((price quoted – lowest price)/lowest price) x 20 points) = total number of points obtained

Price component 4
40 points – (((price quoted – lowest price)/lowest price) x 40 points) = total number of points obtained

The table below displays the price components and the maximum number of points available for each price component:

Price description	Maximum points available
Price component 1: yearly license fee	120
Price component 2:one-off implementation and migration fee	20
Price component 3: hourly rate for development work outside the scope	20

Price component 4 extend consortium:
   a) Yearly licence fee
   b) One-off implementation and migration fee
	
	30
	10

Total points available	*200*

For each tenderer, the score achieved per price component is counted, resulting in the total score on the 'Price' element. The total score is rounded to whole points.

In the provisional award, the contracting authority only communicates the total score for the 'Price' element.

4.2.5   Assessment of compliance with 'Quality' element (Statement of preferences)

The next step in the award procedure is the assessment of the 'Quality' element. This assessment is performed by individual assessors on a strictly private basis, without mutual consultation or coordination. They must abide by the general instructions set out in the assessment protocol, which are intended to ensure the highest level of objectivity. For this reason, the quoted price is not disclosed to the individual assessors.

With due observance of the criteria in the Statement of preferences (Section 7), points are awarded for each preference, in accordance with the 'Point allocation scheme' and 'Weighing factor scheme' (that is, the assessment methodology) described below.

Point allocation scheme	
Points	**Explanatory notes**
0	Null score. In the assessor's opinion, the tenderer has not responded to the preference or has omitted the preference altogether.
4	In the assessor's opinion, the tenderer has not addressed the required elements and aspects adequately in terms of substantive relevance. The tenderer has given insufficient consideration to the criteria specified for this public procurement procedure. The tenderer has insufficiently complied with the contracting authority's preference(s).
6	In the assessor's opinion, the substantive relevance with which the tenderer has addressed the required elements and aspects is sufficient, but limited. The tenderer has paid sufficient but limited consideration to the criteria specified for this public procurement procedure. The tender has complied with the contracting authority's preference(s) partially, but sufficiently.

8	In the assessor's opinion, the tenderer has addressed the required elements and aspects adequately in terms of substantive relevance. The tenderer has paid due consideration to the criteria specified for this public procurement procedure. The tenderer has complied with the contracting authority's preference(s).
10	In the assessor's opinion, the tenderer has addressed the required elements and aspects very well in terms of substantive relevance. The tenderer has paid very careful consideration to the criteria specified for this public procurement procedure. The tenderer has complied with the contracting authority's preference(s) very well.

Weighing factor scheme		
Description of 'Quality' criterion	**Weighing factor**	**Maximum points available**
Functional preference operational environment	13,5	135
Functional preference data discovery & access	13,5	135
Security and Privacy preference	10	100
User-friendliness preference	14	140
Implementation & migration preference	14	140
Development & roadmap strategy preference	15	150
Total points available	**80**	**800**

The assessment methodology is explained below:

- Each assessor shall award points for each preference, in accordance with the 'Point allocation scheme', and provide a written justification for the points awarded.
- The number of points awarded per assessor is multiplied by the weighing factor from the 'Weighing factor scheme'. This results in an individual score for each preference which will be rounded to one decimal.
- The individual assessments and written justifications are discussed in a joint meeting of the assessors (the assessment committee).
- For each preference, all the individual scores are added up and divided by the number of assessors. This results in the average score per preference. At the same time, the accompanying justification is also approved.
- For each tender, all the average scores of the preferences are added up, resulting in a total score per tenderer. The total score is rounded to a whole number.

The contracting authority shall communicate the average score of each preference and the total score of the element 'Quality' in the provisional award decision.

4.3   Result of assessment, contract award recommendation and (provisional) award

The results of the award process are discussed and finalised by the project team. For each tenderer, the scores for the 'Quality' and 'Price' elements are added together to determine the total score. The tenderer with the highest total score is deemed to have submitted the 'Best price-quality ratio' and therefore provisionally wins the contract.

In the event that two or more tenderers achieve the exact same total score, the notary shall draw lots to determine the winner. The notary shall be appointed by the contracting authority.

Reporting to the internal customer within the contracting authority's organisation shall be done via the Contract award report, which includes the justified contract award recommendation. If the contract award recommendation is approved by the internal customer, this decision shall be regarded as a provisional contract award, notification of which shall be sent to all tenderers.

After announcing the outcome of the tendering process, the contracting authority will communicate the total scores on the 'Quality' and 'Price' elements of the tenderer in relation to the tenderers awarded. In addition, a motivation letter is given for each preference in relation to the scores achieved.

4.4 Verification of supporting documents following provisional award of contract

The verification of the supporting documents concerns only the 'provisionally awarded tenderers' and takes place after publication of the provisional award decision. The law stipulates that the supporting documents cannot be requested earlier than after the provisional award decision.

By means of the 'ESPD' (European Single Procurement Document) the tenderer has stated that the grounds for exclusion do not apply to him and that he meets the stated suitability requirements.

It is possible that, based on the submitted means of proof, the contracting authority requires further explanation/clarification to verify. The 'provisionally awarded tenderer' will be given the opportunity to do so. The explanation/clarification will almost always relate to the obvious imperfections and omissions, referred to in § 3.2.5 Manifest errors (remedy of defaults) of this chapter. The contracting authority will always justify such a request. If the contracting authority, after checking the supporting documents, concludes that there is a defective registration (see § 3.2.6 'Incorrect registration' (correction of errors) of this chapter), the registration is deemed to be invalid as of the date of formal submission of the tender.

The invalidation of the provisionally awarded registration may have consequences for the score and points awarded for the 'Price' element and the ranking that ultimately leads to the provisional award decision. The contracting authority will consider and assess the impact of the invalidation of the registration and, if necessary, take a new provisional award decision.

4.5 Declaration of Conformity 'Award procedure and assessment methodology'

On the Negometrix platform, the tenderer must declare that it has read and agree with the information presented in Section 4: Award procedure and assessment methodology.

5   Exclusion and selection criteria (eligibility requirements)

In this chapter, the contracting authority describes the exclusion and selection criteria (eligibility requirements) which are applicable to this tender. The exclusion and selection criteria are based on the European Single Procurement Document (ESPD), which is developed by the European Commission.

5.1   European Single Procurement Document (ESPD)

The ESPD is a self-declaration on the financial situation, the competences and the suitability of candidates for the purpose of tendering procedures. The contracting authority prefers to use the ESPD-tool for this tender.

The ESPD is the legal proof that the tenderer explains to the eligibility requirements and that the exclusion grounds, which are (for this procedure) indicated in this tool are not applicable. The Contracting authority has filled in part I of the ESPD ('Information concerning the procurement procedure and the Contracting authority or contracting entity'). The tenderer fills in the parts of the statement that the Contracting authority has indicated in the ESPD. The ESPD shall also apply as the formal proof of submission of the negotiation procedure.
The ESPD (xml-document) is appended as an annex to this document.

The ESPD **must be submitted along with the tender.**

5.2   Information concerning the economic operator (part II of the ESPD)

In part II of ESPD the tenderer fills in information about his company.
A. Information about the economic operator.
B. Information about the representatives of the economic operator.
C. Information about reliance on the capacities of other entities.
D. Information concerning subcontractors on whose capacity the economic operator does not rely.

5.3   Exclusion grounds (Part III of the ESPD)

In part III of ' ESPD ' are the disqualifications listed. These are divided into 3 sections, namely:
  A.   'Grounds relating to criminal convictions '.
  B.   'Grounds relating to the payment of taxes or social security contributions '.
  C.   'Grounds relating to insolvency, conflicts of interest or professional misconduct '.

The following sub-paragraphs explain the applicable grounds for exclusion. If a candidate is of the opinion that a section should be answered with ' yes ', but he has taken appropriate measures, should mention this to the relevant candidate exclusion ground.

5.4   A. 'Grounds relating to criminal convictions'

The grounds relating to criminal convictions are declared in full. The listed grounds are indicated in section A of the ESPD.

5.5   B. 'Grounds relating to the payment of taxes or social security contributions'

The grounds related to the payment of taxes or social security contributions' are declared in full. The listed grounds are indicated in section B of the ESPD.

5.6 C. 'Grounds relating to insolvency, conflicts of interests or professional misconduct'

The grounds relating to insolvency, conflicts of interests or professional errors are declared in full. The listed grounds are indicated in section C of the ESPD.

5.7 Tender Declaration Of Conduct (GVA)

The 'GVA' is a statement from the Minister of Security and Justice The 'GVA' indicates that there is no objection to an inquiry into the natural or legal person concerned in connection with the registration and registration of public contracts, special sector assignments, concession contracts for public works and / or services or contests. The provisionally awarded tenderer must submit a valid 'GVA' as proof that the grounds for exclusion do not apply to him.

The GVA **needs to be submitted after the provisional award.**

5.7.1 Request To Tender Declaration Of Conduct (GVA)

To do this, the tenderer must request a 'GVA' in time. Because the duration of an application varies from a minimum of 4 to 8 weeks, it is advisable to apply for the 'GVA' in time. It is the responsibility of the prospective tenderer (s) that he has a valid 'GVA' in good time. The 'GVA' may not be older than two years at the time of submission of the registration. Non-timely delivery of the 'GVA' leads to unconditional exclusion from the procurement procedure.

The contracting authority refers for further information on the 'GVA' to the site of the Ministry of Security and Justice (www.justis.nl).

5.7.2 Foreign companies and Request Tender Declaration of conduct (GVA)

Foreign companies without a Dutch subsidiary cannot apply for GVA. If a tenderer is established in a country which does not issue a "GVA" or equivalent form, the tenderer must provide a statement stating that the tenderer has solemnly and oath-declared that the exclusion grounds do not apply to the company. The declaration must be made in respect of a competent judicial or administrative authority, a notary or a competent professional organization of that country and must be addressed to the contracting authority.

5.8 Selection criteria (eligibility requirements) (part IV of the 'ESPD')

In part IV of ' ESPD ' are the selection criteria (eligibility requirements). These are divided into 4 sections, namely:
A. 'Suitability'.
B. 'Economic and financial capacity'.
C. 'Technical and professional capacity'.
D. 'Quality assurance schemes and environmental management standards'.

The following sub-paragraphs are the applicable selection criteria explained below.

5.8.1 A. 'Suitability'

The contracting authority may require that the candidate meets the following prescribed eligibility requirements:

5.8.1.1   Chamber of Commerce registration

The tenderer must be registered in the Chamber of Commerce that is being tracked in the member state where the tenderer is established, as is described in Annex XI by Guideline 2014/24/EU; tenderers from particular states may comply with other requirements of the Annex.

The extract must apply to the following requirements:

● The extract must be current and not more than six months old, calculated from the deadline for submitting the tender;
● The extract must unequivocally demonstrate the representative authority of the tenderer submitting the tender. If this is not possible, an additional transcript of a comprehensive, signed authorisation may be attached. The authority of the tenderer issuing the authorisation must also be evident in the extract.
● In order to verify representative authority, the Contracting authority asks the tenderer to submit a valid and certified extract[1] from the Trade Register of the Chamber of Commerce. 'Certified' is understood to mean that the extract has been signed by the Chamber of Commerce.

The extract of registration in a trade register **must be submitted along with the tender.**

5.8.2   B. 'Economic and financial standing'

Requirements for economic and financial capacity have a broad meaning. They serve to estimate whether, during the contract period, unforeseen problems could arise which endanger the continuity of the operation of the tenderer and the risk that he is no longer able to meet the agreed obligation (s) to (the execution of) to fulfill the assignment. The contracting authority formulates a number of additional eligibility requirements regarding economic and financial capacity.

5.8.2.1   Professional risk indemnity insurance

The insured amount in its professional risk indemnity insurance is the following:

Justification:
Candidate must ensure for business risk in the form of professional liability. The candidate should be a copy of a valid proof of insurance (copy of the polis) of his liability insurance can provide or a declaration of his insurance company in which the coverage for his liability risks. Based on experience, the contracting authority is of the opinion that, in proportion to the nature and content of the contract, a minimum coverage of € 3.000.000,-per event is necessary.

The candidate is obliged to adequately insured during the term of the agreement. In the case of a change in the conditions of insurance must provide notice to the contracting authority.

Exhibit: *Proof of insurance* (applies only to the ' provisionally selected candidates ')
The successful tenderer must submit a copy of the policy or the insurance company's certificate as proof of receipt. Non-timely delivery of this evidence leads to unconditional exclusion.

The copy of the 'Policy or insurance company's certificate' **must be submitted along with the tender.**

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[1] 'The extract' can consist of a compilation of extracts.

5.8.3 C. 'Technical and professional ability'

The technical and job skill requirements have to do with the extent to which may be expected of the candidate that he is able to carry out the actual activities properly. The following eligibility requirements are in line with the core competencies that are essential for running commands. On the basis of supporting documents (descriptions, certificates etc.) the contracting authority should assess whether the candidate has sufficient experience and competence, and is sufficiently equipped to carry out commands. The Contracting Authority formulates a number of further eligibility requirements relating to technical and professional competence.

5.8.3.1   Reference projects

The reference project relates to the core competencies of the tenderer and they correspond to the essential points of the contract. Reference projects enable the tenderer to demonstrate its experience in the core competencies listed.

The following core competence with regard to the technical competence and professional capacity are relevant to this public procurement procedure:

The tenderer:
1) Is continuously working on the development and improvement of its services;
2) Carries out implementation projects within set frameworks and acceptable time planning, ensures good communication, provides training and is able to migrate data;
3) provides customer oriented support and advice.

The contracting authority applies two (2) core competences. The first concerns the above mentioned competence 1.
The second concerns the combined competences under 2 and 3.
The tenderer must submit one (1) reference project of his choice for each core competency, in which the core competency is explained on the basis of an earlier assignment and where the reference projects relate to work carried out by the tenderer.

Core competence 1:
The tenderer is continuously working on the development and improvement of his services.

The tenderer declares that he can submit one (1) reference project which shows the above specified competence. The reference project must be successfully completed to the full satisfaction of the client(s). The results of the reference project should have led to an improvement of his service.

The description of the reference project must meet the following requirements.
- One or more higher or university educational institutions are involved in the reference project, for which the tenderer has realized the improvement of his product.
- The assignment must have been executed between 1 January 2015 and 1 January 2019.
- Clear description of the improvement.

Core competence 2:
The tenderer carries out implementation projects within set frameworks and acceptable time planning, ensures good communication, provides training, is able to migrate data and provides customer oriented support and advice.

The tenderer declares that he can submit one (1) reference project which shows the above

specified competence. The reference project must be successful and to the full satisfaction of the client(s) have been completed.

The description of the reference project must meet the following requirements:
- One or more higher or university educational institutions are involved in the reference project;
- The project has been completed within the agreed lead time with the client;
- The project has a clear project structure with defined responsibilities;
- You provide a description of the data migration;
- The assignment must have been executed between 1 January 2015 and 1 January 2019;
- The reference concerns the data repository service that is still in use by your client.

The 'Reference projects' form **must be submitted along with the tender.**

5.8.3.2   **Certificates by quality control institutes (applies only to the ' provisionally awarded candidates ')**

a. Security standards

The tenderer must provide a certificate showing that the repository service complies with nationally and internationally accepted security standards (ISO/IEC 27001/27002), or any other similar evidence, together with a Statement of Applicability.

b.   Environmental policy statement

The tenderer must have a valid environmental policy statement. This statement declares that the organisation and its suppliers work according the Environmental Management System (ISO 14001) or equivalent proof.

c.   Quality assurance

The tenderer must be able to provide a certificate of adequate quality assurance (ISO 9001 or at least equivalent system), in which procedures and such are designated or appointed.

The 'Certificates by Quality control institutes' **needs to be submitted after the provisional award.** Failure to submit the supporting documents (within the required time) shall result in unconditional elimination.

5.9   Reduction of the number of qualified candidates

Part V of the ESPD doesn't have to be filled in for this tender.

5.10   Concluding statements

The undersigned formally declare that the information stated under Parts II - V above is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation. The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

a) The contracting authority or contracting entity has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge (on condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access), or

b) As of 18 October 2018 at the latest (depending on the national implementation of the second subparagraph of Article 59(5) of Directive 2014/24/EU), the contracting authority or contracting entity already possesses the documentation concerned.

The undersigned (s) formally agrees that the contracting authority or contracting entity referred to in part I, Section A, is entitled to documents supporting the information provided in the European Single Procurement Document for the purpose of the present procurement procedure.

The signing must be done by the representative who has the power to sign for the total value of this European tender.

5.11   Declaration of Conformity 'Exclusion and selection criteria'

On the Negometrix platform, the tenderer must declare that it has read and agree with the information presented in Section 5: Exclusion and selection criteria.

6 Statement of requirements

In addition to the grounds for exclusion and suitability requirements specified in the previous section, the contracting authority has formulated a number of performance and/or supplementary conditions in respect of the performance of the contract and fulfilment of the associated conditions.

6.1 Legal conditions
The contracting authority has imposed legal conditions on the performance of the contract and the contractual aspects thereof.

6.1.1 Duration of the agreement

The contracting authority shall conclude an agreement with 1 tenderer for the purchase of the provision, implementation, maintenance and support of the research data repository system that will replace the current interface of the 4TU.ResearchData archive. The contracting authority is aiming for an agreement for a period of three years, and then succeeded by two times an option for a subsequent extension of three years. The maximum contract period is nine years.

6.1.2 Draft agreement and processor agreement

A draft agreement and a draft processor agreement have been appended to the Call for tender as a base for the intended conclusion of the contract.

If the tenderer does not concur with (parts of) the draft agreements, it shall report this and provide its reasons. Should the tenderer wish to bring any other comments to the attention of the contracting authority or require further clarification of any part(s) of the draft agreement, it can avail itself of the 'Clarification request' form. This form may be used to ask any questions in respect of the public procurement procedure.

When submitting the tender, the tenderer must declare its acceptance of the then-applicable final version of the draft agreements. If the contract is to be awarded to the tenderer's enterprise, the final version of the draft agreements (including annexes and all clauses contained therein) shall be deemed to be the sole binding agreements between the parties.

6.1.3 Price changes

The prices submitted in the tender are fixed for the first three contract years. After these three years the tenderer may submit a written proposal, only one (1) time per three (3) years, in which the tenderer can illustrate the further development of the Research Data Repository System in line with the scope of the underlying tender. The price change for the further development of the SaaS service can only be implemented after consultation with and written agreement from the contracting authority.

The tenderer must submit a written proposal for the desired price change to the contracting authority at least six (6) months in advance. The price change may be implemented upon approval by the contracting authority.

Interim rate adjustments shall not be permitted except in the event of measures taken by the government, measures specified in collective labour agreements or measures taken by insurance companies. Such rate adjustments may be implemented after consultation with and approval by the contracting authority.

If tenderer fails to submit a price change proposal or does not do so on time the entitlement to change the price will elapse for that period.

6.2 Terms and conditions: Integrity

6.2.1 TU Delft Code of Ethics

For purposes of integrity, the contracting authority shall apply the TU Delft Code of Ethics. This Code of Ethics sets out the organisation's standards and values: integrity, respect, expertise, commitment and the avoidance of conflicts of interest.

The TU Delft Code of Ethics is appended to the Negometrix platform for information.

The tenderer must accept the 'Code of Ethics' as a guideline for its actions.

6.2.2 Ordering and Invoicing

Invoices need to be submitted to TU Delft in XML format via the prescribed digital suppliers portal.

The invoice must meet the requirements set by the tax authority (http://www.belastingdienst.nl) tab 'business' and contain the following information in order to be considered:

- The announcement of the purchase order;

- Annex(s) of the billing are, if relevant, an attached work order (the name must be clearly legible) or declaration of performance (such as the possession of the goods). This could differ per agreement.

- Be addressed to:
  TU Delft
  Stevinweg 1
  2628 CN Delft

The term of payment is 30 days from date of receipt of invoice.

TU Delft will not process invoices that do not meet the described conditions.

6.2.3 Term of payment

Requirement invoice right of the yearly license fee (price component 1)
The right of use for the yearly license fee can be invoiced quarterly in arrears.

Requirement part payments implementation and migration (price component 2)
The costs for the implementation can be invoiced in three (3) parts:
• 50% of the total sum at the start of the work as a down payment.
• 40% of the total sum upon completion (after approval by TU Delft).
• 10% of the total amount three months after delivery, after resolving any problems / issues.

6.3 Terms and conditions: Staff
With a view to the outcome of the contract and the contractual aspects thereof, the contracting authority has imposed certain requirements with regard to the involvement of the tenderer's employees in the performance of the contract.

6.3.1 Command of English language
The tenderer declares that all senior and executive members of staff/management of its organisation have a thorough command of the English language. It is a particular requirement that all oral and written

communication during the public procurement procedure shall be in English for the duration of the agreement.

6.3.2 Staff competence

With the goal of achieving a high level of customer satisfaction, the contracting authority attaches considerable value to the professional competence and service orientation of the tenderer's staff.

The tenderer declares that its employees have a communicative and professional working attitude.

The contracting authority wishes to reserve the right to discuss any unsatisfactory performance by the tenderer's staff that it observes, with a view to securing improvements or the tenderer taking appropriate measures, potentially including replacement.

6.4 Conditions in respect of enforcement of rules

The contracting authority imposes the following requirements regarding regulations relating to the activities for the performance and outcome of the contract, including the contractual aspects thereof.

6.4.1 Rules and regulations

The contracting authority requires the tenderer to comply with the rules and regulations in force at the campus. The various rules and regulations are appended in the annex 'TU Delft Rules and regulations' for information.

6.5 Specific requirements with regard to the subject matter of the public procurement procedure

The tenderer must agree to comply with the following requirements:

Functional requirements	
Operational environment	
A1	The contracting authority demands that administrators can set and change the most important parameters and business rules for the operation of the repository system. (e.g. custom metadata elements and the publication workflow).
A2	The repository is able to manage user roles and permissions, similar to the roles of administrator and moderator as described in paragraph 2.2.1.3.
A3	The repository must have the ability to make the number of views and downloads visible to end-users for each dataset.
A4	The repository includes a research collaboration environment within which registered users can organise, share, and collaborate on their data, materials and other research objects, without having to publish their data openly.
A5	The collaboration environment allows registered users from one of the members of the 4TU.ResearchData consortium, to invite specific other users from inside and outside their own university, to read, edit, upload, or download (parts of) the data.
A6	The repository provides a well-documented REST API that enables, where permissions allow, the same functionality as the user interface. This includes uploading and downloading data and manipulating metadata.
A7	The repository is able to link a metadata record in the repository to data at an external url. Note: this is of special interest for data in 4TU.ResearchData held on a dedicated OpenDAP server which is not part of this tender.
Data deposit	
A8	The repository has a web-based deposit user interface that enables anyone with a user

	account to upload files along with descriptive metadata via a form.
A9	There are no restrictions on the file formats that can be uploaded to the repository.
A10	Multiple files can be uploaded as a single dataset.
A11	Files can be uploaded via drag and drop functionality.
A12	The repository allows depositors to create, describe, and modify collections of datasets.
A13	The repository is able to place research data under embargo, by which the depositor can choose the length of the embargo period, and the content will become publicly available automatically at the end of the embargo period.
A14	The repository is able to place research data under restricted access, by which the depositor can define access permission to one or more individuals (end-users) or predefined groups, and by which a end-user can request access from the depositor of the file.
A15	Access permissions set for restricted-use data can be changed over time by administrators as well as depositors of the dataset.
A16	The repository has the ability to create a private URL/link by which an unpublished dataset can be shared with others.
A17	The repository supports the peer review of data to enable depositors to deposit data underlying their publication, which allows reviewers to access the data pre-publication.
A18	The repository enables depositors to choose a Creative Commons licence or Open source software licence to apply to the data or code they upload.
A19	The repository allows administrators to define the list of licence options and administrators must be able to contribute custom-made licences to the list of options.
A20	The repository allows depositors to reserve a DOI (Digital Object Identifier) for their dataset before actually publishing it.
A21	The repository allows versioning of a dataset and the creation and versioning of associated metadata records when new data files are added, or errors in files are corrected.
A22	The repository offers depositors the ability to edit certain metadata records post-publication, e.g. to add relationships to other datasets or research articles, whereas other metadata elements should not be editable. Administrators should be able to edit all metadata elements.
A23	The repository allows depositors, until the final submission for publication, to 'save' metadata records as 'Draft' to enable depositors to return to these draft records at a later time and make changes to the metadata and data files without creating a new record.
A24	The repository allows the use of controlled vocabularies in the metadata form, where some fields may need to be restricted to a controlled list of options, and some may need to allow a depositor to enter their own alternative input.
A25	The repository allows the creation of metadata forms that include editable pre-populated metadata elements.
A26	The repository allows the provision of contextual help with each metadata form element.
Administration / Moderation	
A27	The repository has an administrative user interface in which administrators and moderators can view and edit metadata records associated with uploaded data files, and approve or reject these records for publication.
A28	The repository enables the administrators to carry out preservation actions such as checking and changing the file format, with or without use of third-party tools for performing such preservation tasks.
A29	The repository allows the administrator to view all preservation actions taken on particular datasets or collections over long time periods.
A30	The repository enables the administrator to generate flexible statistical overview reports regarding the content and usage of the repository at given points in time (including the

	number of dataset views and downloads) and how these reports can be customized to meet particular (unpredictable) information requests.
Metadata	
A31	The repository must have the ability to send the mandatory elements to DataCite: Identifier, Creator, Title, Publisher, PublicationYear, ResourceType.
A32	The repository must have the ability to export the search results (see Data Discovery & Access) in standard citation formats, via the web user interface, to reference management software such as BibTeX or RefWorks.
A33	The repository must have the ability to support ORCIDs, e.g. in the datasets metadata, or in user information.
A34	The repository must be able to support custom-defined metadata elements.
Data Discovery & Access	
A35	The discovery user interface of the repository provides functionality to enable end-users to browse through the list of published datasets and collections.
A36	The discovery user interface of the repository provides a functionality to search for datasets across all metadata elements, all at once and separately, in all collections (e.g. keyword, type, format, creator, publication date , etc.).
A37	The discovery user interface of the repository provides an Advanced Search to build a more complex search query on selected fields using Boolean operators, wildcards and special characters.
A38	The discovery user interface of the repository provides filters and faceted navigation to help end-users to narrow down a large set of search results.
A39	The repository enables end-users to download data files stored in the repository to their own local storage.
A40	The repository enables the end-user to download single files as well as the entire dataset.
A41	The repository enables the end-user to download files that exceed the standard browser limits.

Technical Requirements	
A42	The repository must be provided following the SaaS model (Software as a Service) where the tenderer is centrally hosting and maintaining the service and the actual research data is locally stored on the servers of the contracting authority. The SaaS model must connect to servers at the contracting authority via the S3 storage protocol.
A43	To enable a wide interchange of metadata on the Web, the repository supports metadata export formats as DataCite XML, JSON-LD.
A44	The repository must support a customised URL domain for 4TU.ResearchData and for 4TU members, or use of our existing domain (data.4tu.nl).
A45	The repository must guarantee data integrity as data is passed between uploader, the tenderer and contracting authority.
A46	The repository must register DOIs for published datasets with the 4TU.ResearchData DOI prefix.
A47	The repository must have an OAI-PMH service with support for metadata formats as DataCite XML.

Privacy and security requirements	
A48	The deposit user interface is accessible to registered users who should log in using their Single-Sign-On credentials of SURFconext (using SAML v.2).
A49	The deposit user interface must also be accessible to end-users by other identity providers, e.g. OpenID, Google, or by an account created via an online registration form.
A50	The tenderer guarantees that the transfer, process and storage of data only takes place in countries that are part of the EU/EEA (European Economic Area).

A51	Data in transit are encrypted according to a suitable encryption standards during the term of the Agreement.
A52	The tenderer agrees with conducting a DPIA – Data Protection Impact Assessment. A DPIA is carried out once / at the start of the project together with the person responsible in the project team (project leader, client, data protection officer, privacy representative, security representative and tenderer). Based on the results from the DPIA (the privacy information to be processed), mitigating measures may be proposed, which must be included in the implementation of the repository and monitored.

Proof of concept requirements	

A53	The tests to be carried out as part of the Proof of Concept (PoC) will take place in an environment that is similar to the final production environment. See Appendix 6 for a description of the Proof of Concept approach.
	
	 The PoC will consist of:
	    0) Environment Test
	    1) Functional Test (FT)
	    2) Migration Test (MT)
	
	 The Environment Test is a static test in which it is determined whether the test environment is ready and accessible for executing the PoC.
	
	 The Functional Test (FT) is the main focus of the test activities. The tenderer demonstrates together with the contracting authority that the requirements and preferences of the tender are met.
	
	 The goal of the Migration Test is to test whether the tenderer is able to ensure that no data and metadata will be lost or are migrated incorrectly when data and metadata are transferred from the current system to the new repository system. In the Migration Test, a maximum of 10 datasets (incl. metadata and data files) are migrated to the tenderer's repository system. The tenderer performs the migration. In preparing for the migration, the contracting authority will provide the data files and metadata in an agreed XML format that should be transferred to the tenderer. After the migration has taken place, the contracting authority verifies whether it is successful.

Implementation requirements	
Data migration	
A54	The tenderer provides technical and logistical support for the migration of data and metadata from the current instance of 4TU.ResearchData. The same principles apply to the migration as for the test in the Proof of Concept.

Operational requirements	
Service level	
A55	The contracting authority requires that the tenderer submits a Service Level Agreement (SLA) concept to this tender. The SLA provided by tenderer serves as a blueprint for the SLA to be determined. The elaboration of the SLA takes place in consultation with the technical manager of TU Delft, who also defines the SLA. The established SLA, with any attachments, is an integral part of the agreement. The SLA concept supplied by tenderer is not part of the qualitative assessment.

	Please upload a draft SLA at the Negometrix platform along with the tender. The draft SLA supplied by tenderer is not part of the qualitative assessment.
A56	The contracting authority demands that the availability of the repository service must be at least 99%, measured per calendar month. The time required for service windows, agreed in the SLA, is not included in the calculation of the availability.
A57	The contracting authority requires that for scheduled maintenance, such as installing releases and security updates, the tenderer uses service windows agreed in the SLA. Tenderer must perform scheduled maintenance in such a way that users experience the least possible inconvenience.
A58	Tenderer ensures adequate back-up and restore facilities to ensure availability of the repository service and thus the data stored therein.
A59	The contracting authority demands that the maximum time needed to recover the service in case of an incident (Recovery Time Objective) is 8 hours. The maximum period over which data may be lost (Recovery Point Objective) is 4 hours. If the repository service is partly or completely unavailable, end-users will be notified of this via a notification on the website.

A60	The tenderer reports digitally on the maintenance of the agreed service levels every quarter during the term of the agreement. The report must include the agreements that will be laid down in the SLA, including but not limited to:
	  o availability of the repository service
	  o performance issues
	  o incidents and solutions offered

A61	The tenderer assumes no ownership of any content deposited via/in the repository and the metadata describing that content.
	
	The tenderer agrees to draw up an exit plan during the transition period after signing the contract in consultation with the contracting authority. In case of (interim) termination of the agreement, this exit plan will be used. The following points must be at least addressed:
	  o The terms and processes associated at the end of the contract
	  o The extraction/transferral of data and metadata to an alternative system if so required
	  o Plan and planning
	  o Responsibilities
	
	Please upload a draft exit plan at the Negometrix platform along with the tender. The draft exit plan supplied by tenderer is not part of the qualitative assessment.

Support	
A62	The tenderer provides technical and functional documentation about the repository service in the form of product information, manuals, etc. The documentation is preferably available in Dutch, but at least in English. The documentation is accessible via a website.
A63	The tenderer provides 24/7 technical helpdesk support where administrators can report incidents, present problems and ask questions. The helpdesk can at least be reached via email and telephone.
A64	The tenderer implements a release policy, including a minor and major release deployment and release notes when an update is released.
A65	Training and transfer of knowledge must be provided for administrators and moderators of the contracting authority, during implementation and when the new repository service is up and running, and when there are significant changes to the functionality.
Development / Roadmap	
A66	The contracting authority requires that the tenderer presents a roadmap for the next two years with an overview of planned development of functionality.

	Please upload the roadmap at the Negometrix platform along with the tender. The roadmap supplied by tenderer is not part of the qualitative assessment.

6.6   Declaration of Conformity 'Statement of Requirements'

On the Negometrix platform, the tenderer must declare that it has read and agree with the information presented in Section 6: Statement of Requirements.

7. Statement of preferences

The criteria which the contracting authority has established regarding the quality of the outcome of the contract are set out below for the tenderer's benefit. Based on the tenderer's response to the stated questions, the 'Quality' of the tender shall be evaluated in accordance with the assessment methodology and point allocation scheme.

Should any further substantiating evidence be required, the tenderer must submit this in the prescribed manner, using the standard forms. Without such relevant supplementary information, the contracting authority will be unable to carry out a full evaluation. In certain circumstances, the omission of such information can – as set out in Section 3 – lead to a tender being deemed non-conforming to the extent that it must be discarded.

Formal requirements regarding response:

- The tenderer shall provide the required response for each preference, observing the order in which they are stated.
- The tenderer must use size 10 Arial font.
- The response (including annexes) must not exceed the maximum number of pages allowed. If the response exceeds the maximum number of pages these pages won't be assessed.
- The response must be brief, concise and concrete.
- **Under no circumstances shall the tenderer include any prices or related information** in the response, other than in the manner requested in Section 8.
- In responding to the preferences, the tenderer shall take into account all the information provided in this Call for tender and appended documents.
- It is not allowed to include references to external documents or websites in the answering. Only the submitted text will be assessed by the assessment team. Any references to external documents or websites are not included in the assessment.
- The submitted answer to the preferences are an integral part of the offer.

7.1   Preferences Repository system

Preference 1: Functional preferences operational environment

The functionality of the repository service is key to what users (end-users, depositors and administrators) are able to do and expect from the service and is also decisive for its success.
In addition to the functional requirements in Section 6, 4TU.ResearchData has formulated functional preferences related to the Operational environment and Data discovery and access.

The contracting authority would like to get a description of the proposed solution by the tenderer regarding the operational environment. The repository service should offer its administrators as much freedom as possible with respect to the appearance and application of functionality, and offer a wide range of levels of access to suit different user needs for sharing data. The contracting authority would like to see the vision of the tenderer how they meet the needs and expectations of a high quality repository service as described in the envisaged situation regarding the system's functionality, interoperability and flexibility which 4TU.ResearchData is looking for.
The answer should at least refer to the following aspects:

- How the tenderer will organise the branding of its service so that users recognise the repository as 4TU.Centre for Research data, powered by the supplier's solution (incl. logo, URL, image).
- The ability to group and represent content of the repository according to institution, faculties, departments or even research groups, and per discipline/subject.

- How administrators can assign different rights to users, in particular giving some users the right to use the collaboration environment and archive data, while other users have only the right to archive/upload data.
- How data in the collaboration environment can be shared, organized and documented by registered users, and how analysis tasks can be performed on the data as part of collaborative working during a research project.
- How the tenderer is able to integrate the data repository with GitHub to enable the archiving of a software repository on GitHub in the data repository service.
- How the tenderer is able to interoperate with Current Research Information Systems (CRIS).
- If the tenderer is able to send the complete metadata, not only the mandatory terms, to DataCite, including metadata from custom-defined fields.
- The 4TU.ResearchData archive is currently offering specific functionality that is highly appreciated by end-users. See the examples in paragraph 2.2.2 The contracting authority is looking for a tenderer who can preferably support the current specific functionality of the 4TU.ResearchData archive:
    - The ability to support a linking mechanism between entities represented in dataset metadata that are related in some way.
    - The ability to support a hierarchical data model where collections can have sub-collections and datasets can have sub-datasets, both in an arbitrary number of levels.
    - Support for geographic metadata for points and compound shapes like polygons, and its visualization.

The response to this preference must not exceed 6 A4 pages. The maximum score for this preference is 135 points. No points are awarded to the individual aspects, the preference will be assessed as a whole. The response shall be assessed based on the following key points:

- Completeness, consistency and comprehensiveness of the answer;
- The extent to which the repository meets the high quality repository service as described in the envisaged situation which 4TU.ResearchData is looking for.

Preference 2: Functional preference Data discovery & access:

The functionality of the repository service is key to what users (end-users, depositors and administrators) are able to do and expect from the service and is also decisive for its success.
In addition to the functional requirements in Section 6, 4TU.ResearchData has formulated functional preferences related to the Operational environment and Data discovery and access.

The contracting authority would like to get a description of how the repository system ensures that relevant datasets/collections are easily discovered and accessed. High-quality metadata is important both for the long-term curation of the dataset but also to improve the findability and reusability of the data. The contracting authority would like to see the vision of the tenderer how they meet the needs and expectations of a high quality repository service as described in the envisaged situation regarding the system's functionality and interoperability which 4TU.ResearchData is looking for. In particular, the repository must offer flexibility in application of metadata allowing for different fields and controlled terminologies for datasets in different disciplines. The answer should at least refer to the following aspects:

- The process whereby restricted-use data can be accessed (incl. embargoed data and data that can only be used and accessed by authorized users);
- How data can be viewed, visualized or analysed without first downloading it to a local machine;
- How metadata can be specified in fields and subfields;
- How to set certain metadata elements and subfields to mandatory and/or repeatable;

- How administrators can define controlled vocabularies;
- How to support the metadata elements mentioned in the upload form (see Appendix 3);
- How administrators can edit the metadata of published datasets/collections (with or without use of the API).
- How the repository can display or link to other research outputs that have a relationship to the dataset;
- How discovery of repository content is further enhanced through Search engines and aggregators like Google.

The response to this preference must not exceed 6 A4 pages. The maximum score for this preference is 135 points. No points are awarded to the individual aspects, the preference will be assessed as a whole. The response shall be assessed based on the following key points:

- Completeness, consistency and comprehensiveness of the answer;
- The extent to which the repository meets the high quality repository service as described in the envisaged situation which 4TU.ResearchData is looking for.

Preference 3: Security & privacy preferences

Security and privacy are important values for the contracting authority, a fact reinforced by the new GDPR legislation. Given the work area of 4TU.ResearchData, it is of high importance to ensure security and privacy to the data it holds. The tenderer is asked to provide a description of how information security, authentication, encryption, and security protocols are guaranteed in the repository service and processes. The answer should at least refer to the following aspects:

- How information security is applied to keep the information confidential, available, and assuring its integrity;
- How log data is managed (all actions through which data files are uploaded, stored, accessed or modified, and username/name of the individual that modified the data);
- How the concepts 'Privacy by Design, 'Privacy by Default and 'Security by Design' are embedded in the repository system;
- The process for detecting and managing security breaches;
- The notification process for informing 4TU.Research Data staff in case of incidents;
- If the tenderer makes use of sub-processors or subcontractors to assist in providing the service, explain in detail for what purpose sub-processors or subcontractors are used and which certifications/accreditations these parties have in place.

The response to this preference must not exceed 4 A4 pages. The maximum score for this preference is 100 points. No points are awarded to the individual aspects, the preference will be assessed as a whole. The response shall be assessed based on the following key points:

- Completeness, consistency and comprehensiveness of the answer;
- The extent to which tenderer will take care of the security & privacy for 4TU.ResearchData.

Preference 4: User-friendliness preferences

It's of high importance to the contracting authority that good usability and a high level of user-friendliness are ensured. The contracting authority is expecting the repository system to be easy usable without the need for instructions, is intuitive and easy to navigate, and is efficient in use. The contracting authority would like to see the vision of tenderer how they ensure good usability to all users of the repository

service, including end-users, depositors, and internal users of TU Delft, like administrators and moderators. The answer should at least refer to the following aspects:

- How the repository service is technically and functionally usable by people with disabilities, complying to relevant standards and legislation;
- How is adaptive or responsive design used to ensure the repository service renders well on desktops, tablets and mobile devices?;
- How the administrators can create different dataset/collection metadata forms for researchers working in different subject fields, and how users can choose between these different metadata schema;
- How the effort required by depositors to describe multiple similar datasets will be minimized, e.g. the ability to clone completed metadata forms so that only elements that genuinely differ need to be modified;
- How the repository is able to support a self-deposit process for uploading bigger data volumes that exceed the standard browser upload size limits;
- The step-by-step moderation workflow, from the start when a new dataset is submitted to the repository until it's final publication;
- The provision of a 'Personal page' (or dashboard) where depositors can view and edit their own user information, view their own datasets (accepted, draft, rejected) and related statistics, resume upload of draft datasets, etc.

The response to this preference must not exceed 6 A4 pages. The maximum score for this preference is 140 points. No points are awarded to the individual aspects, the preference will be assessed as a whole. The response shall be assessed based on the following key points:

- Completeness, consistency and comprehensiveness of the answer;
- The extent to which usability and user-friendliness are ensured.

Preference 5: Implementation & Migration preferences

It's crucial to the contracting authority that when data are transferred from the current system to the new repository service, no data and metadata will be lost or are migrated incorrectly. To ensure a successful migration and a smooth transition to the new repository service, the contracting authority wants the tenderer to provide a description of all stages, steps and activities associated with a successful full implementation and migration process. The answer should at least refer to the following aspects:

- The organization of the implementation, migration plan and follow-up;
- The communication structure and method of communication;
- The commitment that tenderer expects of the contracting authority with regard to implementation and migration;
- The way in which the completion of the PoC and the resulting implementation and migration will be transferred to the contracting authority.

The response to this preference must not exceed 6 A4 pages. The maximum score for this preference is 140 points. No points are awarded to the individual aspects, the preference will be assessed as a whole. The response shall be assessed based on the following key points:

- Completeness, consistency and comprehensiveness of the answer;
- The extent to which the tenderer will take care of the communication, implementation and migration for the contracting authority.

Preference 6: Development and roadmap strategy

The contracting authority wants to ensure the tenderer is committed to high quality customer support with the aim of meeting or exceeding the 4TU.ResearchData objectives and requirements regarding the repository service. The contacting authority would like to see the vision of the tenderer regarding the Development and Roadmap, in particular how it can support 4TU.ResearchData's mission to help researchers in the technical sciences. The answer should at least refer to the following aspects:

- Collaboration with customers of the repository service and other organizations in the area of research data management;
- How the repository service will develop in line with the latest and forthcoming trends in research data management and ensures that this will fit in the vision of 4TU.ResearchData;
- The influence of customers on the roadmap of the tenderer and its execution;
- The way in which tenderer can make an environment available for testing purposes to the administrators of TU Delft. This environment is an available copy, in terms of functionality and not necessarily in terms of data, of the environment that is offered as the repository service.

The response to this preference must not exceed 4 A4 pages. The maximum score for this preference is 150 points. No points are awarded to the individual aspects, the preference will be assessed as a whole. The response shall be assessed based on the following key points:

- Completeness, consistency and comprehensiveness of the answer;
- The extent to which the tenderer proactively identifies and applies trends and (innovative) developments.

7.2   Declaration of Conformity 'Preferences'

On the Negometrix platform, the tenderer must declare that it has read and agree with the information presented in Section 7: Preferences.

8 Price

The criteria which the contracting authority has established with regard to 'Price' are listed below for the tenderer's benefit. The 'Price' element shall be assessed in accordance with the assessment methodology.

Should any further substantiating evidence be required, the tenderer must submit this in the prescribed manner, using the standard forms. Without such relevant supplementary information, the contracting authority will be unable to carry out a full assessment. In certain circumstances, the omission of such information can – as set out in Section 3 – lead to a tender being deemed non-conforming to the extent that it must be discarded.

The tenderer must use the 'Price' form and upload this as both a PDF and an Excel file.

It is not permitted to submit an unrealistic or manipulative tender. A tender may be deemed manipulative if, due to the tenderer's failure to appreciate certain assumptions of the contracting authority, the assessment methodology has been manipulated to such an extent that its intended purpose – namely, to assess whether the position is realistic – has been defeated. An unrealistic or manipulative tender is considered invalid and shall be set aside.
A tender shall be deemed manipulative and/or unrealistic in particular, though not exclusively, if:

- it offers one or more rates that are not considered in line with the market and/or are unrealistic;
- the rates do not have the structure/cohesion that is expected in the sector;
- one or more rates skew the applied formula;
- it includes negative and zero rates.

An unrealistic or manipulative tender is considered invalid and shall be set aside.

8.1 Price component 1: Yearly License fee

The contracting authority is requesting a price for the repository service in accordance with the following:
- Offering an unlimited usage right, in both functionality and numbers of users, of the repository service as described in this Tender Document for the duration of the agreement;
- The maintenance and support on the repository service;
- The price must be calculated as a fixed price per year.

The tenderer needs to give a substantiation of the total fixed price.

The price quoted by the tenderer for price component 1 is restricted to a minimum price of € 100.000,- excl. VAT and a maximum price of € 175.000,-excl. VAT.
A tender with a quoted price below € 100.000,- excl. VAT or above € 175.000,- excl. VAT is considered invalid and shall be set aside.

8.2 Price component 2: One-off implementation and migration fee

The contracting authority is requesting a price for the implementation and migration of the repository service in accordance with the following:
- The realization of the repository service in the form of the products as described in this tender document.
- In the form of a fixed price. The contracting authority understands fixed price as a price offer in which all costs are included, so that no additional costs can occur.

8.3 Price component 3: Hourly rate for development work outside the scope

The contracting authority is requesting an hourly rate for additional development work that falls outside the scope of the yearly licence agreement and implementation, in accordance with the following:
- In the form of a flat fee hourly rate. This means that one tariff is used by the tenderer, regardless of the nature of the work or the function of the appointed performer.

8.4 Price component 4: Extend consortium

The contracting authority is requesting a price in case the consortium expands in accordance with the following:
- The size of the university is comparable with the size of Wageningen University & Research.
- The price component must include price component 1 (Yearly License fee) as well as price component 2 (One-off implementation & migration fee). Given the fact that price component 1 is a yearly fee and price component 2 a fixed price, each of these components will be assessed separately.

A maximum of 30 points can be achieved for component 1
A maximum of 10 points can be achieved for component 2

The score for component 1 and 2 are added, resulting in a total score for price component 4.

8.5 Declaration of Conformity 'Price'
On the Negometrix platform, the tenderer must declare that it has read and agree with the information presented in Section 8: Price.

9 Overview appendices

Appendix 1 Glossary of terms used

Appendix 2 User Statistics of 4TU.ReserachData, 2011-2018

Appendix 3 4TU.ReserachData metadata upload form

Appendix 4 Metadata fields (RDF properties) in data.4TU.nl

Appendix 5 Vision for 4TU.ReserachData 2018-2022

Appendix 6 Proof of Concept