

Invitation To Tender

PDC WAMS (Phasor Data Concentrator – Wide Area Monitoring System)

TED ref : 170936-2025

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02/06/2025

INVITATION TO TENDER (ITT)

Subject: PDC WAMS (Phasor Data Concentrator – Wide Area Monitoring System)**Tender Reference:** TED ref : 170936-2025

Dear Sir or Madam,

Following the selection procedure for the tender published on **17/03/2025** under EU Contract Notice **TED ref : 170936-2025 "PDC WAMS (Phasor Data Concentrator – Wide Area Monitoring System)"**, your company is invited to tender for the above mentioned Tender. In order for your Bid to be taken into account, please comply strictly with the instructions contained in this Invitation to Tender. Your Bid must be submitted via our platform Ariba no later than:

29/08/2025 – 12:00 CET

Unless not attributable to the bidder, any Bid submitted beyond the above mentioned date and time, as well as any Bid not submitted via Ariba will not be taken into consideration (and thus be rejected from participation in the (further) tender procedure).

Kind Regards,

Ignaas De Valkenaere

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2. Introduction & overview

This document represents the main document for the Tender and contains information, guidance and rules related to the preparation of a Bid in response to this Invitation to Tender (ITT).

The ITT remains the sole property of the Contracting Entity and shall immediately be deleted to upon request of the Contracting Entity.

3. Definitions

	Definition
"Contract Notice"	means the contract notice published by the Contracting Entity in the Official Journal of the European Union on 03/17/2025 , with reference number 170936-2025
"Contracting Entity"	means one of the entities as specified under Section I- Contracting entity of the Contract Notice.
"Invitation to Tender" or "ITT"	means this document.
"Bid"	means the written offer/bid, including commercial, technical and any other document, prepared and submitted (within the specified deadline) by the Tenderer in response to this ITT and the Tender Package.
"MVP"	means Minimal Viable Product.
"Tender"	means the tender published by the Contracting Entity in the Contract Notice.
"Tenderer"	means any candidate who has been selected and subsequently been invited to submit a bid following the receipt of a copy of this Invitation to Tender.
"Tender Evaluation"	means document PDC_WAMS_Tender_Evaluation.pdf of the Tender Package.
"Tender Package"	means the entirety of all documents listed in section 5 including any further additions or modifications.

4. Changes in composition and identity

Changes in composition and/or identity of the members of a consortium and/or the entities on whose capacities the Tenderer relies, can be requested and always require the preliminary approval of the Contracting Entity. Approval will only be given in case the modified consortium and/or the entities on whose capacities the Tenderer relies, if it is permissible under procurement law depending on the situation.

Every request for modification must be substantiated with the required documents that allow the Contracting Entity to assess the impact of the proposed modification. In any case, the Tenderers are not able to file any claim to a right to modify their composition and/or identity.

5. Confidentiality, subcontracting & (distortions of) competition

All provided documents and information are confidential and may not be communicated to third parties for purposes other than the participation of the tender (e.g. Bid preparation). Any exchange of information between Tenderers is strictly prohibited.

The Tenderer shall not make public comments in relation to the Tender without the prior written approval of the Contracting Entity. The Tenderers are obliged to behave in a professional way and refrain from any sort of lobbying, with the Contracting Entity, the authorities or other stakeholders.

Important – Contacting any other person within the Contracting Entity's organisation, other than the prescribed contact person of the purchasing department, or without the latter's consent, to discuss any aspect of this Tender or its content is a violation of the Contracting Entity's procurement policies and is strictly prohibited. Any such violation could result in the rejection of your Bid. For the avoidance of doubt, the contact person for this Tender is mentioned on the first page of this ITT.

Any indications of bid rigging or other suspicious actions by Tenderers will be examined, clarified and may be reported by the Contracting Entity to the Belgian National Competition Authority (Belgische Mededingingsautoriteit – Autorité belge de la Concurrence).

6. Tender Package, Tender modification & language use

The constituent documents of the Tender Package are:

- PDC_WAMS_ITT.pdf
- Description Demonstrations.pdf
- General Document RFP PDC-WAMS.pdf
- Response Template Business Requirements.xlsx
- Response Template Interfacing requirements.xlsx
- Response Template IT requirements.xlsx
- Response Template SLA requirements.xlsx
- Response Template Tenderer Competences.docx
- S1_EN_Generic_IT_Security_Conditions 8.pdf
- Server_Standards.pdf
- PDU_WAMS_Q_and_A.xlsx
- PDU_WAMS_Pricing_Sheet.xlsx
- 20220301_GPC-IT_EN.pdf
- 20220301_SPC-IT-BEL_EN.pdf
- PDC_WAMS_DeviationList.xlsx
- PDC_WAMS_Tender_Evaluation.pdf

All constituent documents are sent together with this ITT, unless documents have already been made available with the publication of the contract notice. The Contracting Entity has amongst others the right to send potential missing documents, which will have to be taken into account to draw up and submit a Bid, at a later stage. The Contracting Entity also has the right to, if necessary, complete, modify or specify the Tender Package during the tender procedure, subject to the principles of procurement law (e.g. transparency and non-discrimination). Any such (additional) information will be provided to the Tenderers via Ariba.

The Tenderers may not make any alteration or deletion to the Tender Package themselves.

The Tenderer shall use the English language to reply to the Invitation to Tender (including their Bid) as well as in the written and/or spoken technical and commercial exchanges.

7. Incurred expenses

The Contracting Entity cannot be held responsible for and therefore will not reimburse any costs, fees or other expenses incurred in relation to the preparation of the Bid, or in attending pre- and/or post-Tender meetings, site visits, presentations, negotiations etc., even if the Contracting Entity decides to not award the Tender and/or to launch a new tender procedure.

8. Content of the Bid

- PDU_WAMS_Q_and_A.xlsx
- Response Template Business Requirements.xlsx
- Response Template Interfacing requirements.xlsx
- Response Template IT requirements.xlsx
- Response Template SLA requirements.xlsx
- Response Template Tenderer Competences.docx
- PDU_WAMS_Pricing_Sheet.xlsx
- PDC_WAMS_DeviationList.xlsx

It is the Tenderers' responsibility to check the completeness and accuracy of its Bid. Tenderers should contact the Contracting Entity immediately should they discover an error or omission in their Bid after the submission deadline. This however does not give any additional rights to Tenderers to amend a Bid, unless in those cases where an improved Bid is explicitly requested by the Contracting Entity. All rights of the Contracting Entity, including the right to reject Bids, shall remain unaffected.

9. Ariba platform

The Tenderer can submit its Bid at any time until the submission deadline which is mentioned on page 1 of this ITT. The Bids will only become available for the Contracting Entity to review after the submission deadline has passed.

The manuals for usage of E-Sourcing (Ariba) can be found via the following URL:

<https://www.elia.be/en/suppliers/existing-contractor/document-library>

All communication during the tender procedure must be done via Ariba. However, the Contracting Entity reserves the right to communicate differently taking into account the procurement regulations in exceptional circumstances.

10. Tender procedure

10.1 Indicative timetable

The timetable hereafter contains the main dates for the tender procedure for this Tender. The dates below are only indicative. The Contracting Entity may amend the planning from time to time and will inform the Tenderers accordingly. Even in case of important deviations from these dates permissible under procurement law, the Tenderers will have no right to any compensation (in any form).

On the other hand, the Tenderers should take into account that the proposed timetable can be effectively imposed on them by the Contracting Entity (and thus can become binding for the Tenderers).

Activity	By	Date
Issuing of the ITT (Round 1)	Contracting Entity	June 2025
Submission of Bids	Tenderers	August 2025
Analyse of Bids	Contracting Entity	September 2025
Clarifications / Negotiations	Contracting Entity & Tenderers	September - October 2025
Award decision	Contracting Entity	April 2026

10.2 Confirmation of Receipt (CoR)

The CoR is done in Ariba, when you log in.

10.3 Verification of Tender Package by the Tenderers and approval of the tender procedure

After receipt of the Tender Package, every Tenderer verifies this Tender Package, including its annexes and all other documents which are included in it, on regularity and completeness. In case the Tenderer has any remarks or objections (including but not limited to the legality of the provisions in the documents for this Tender or errors, contradictions, discrepancies or gaps in the Tender Package), the Tenderer will notice the Contracting Entity about this immediately in writing, at the latest 10 days before the submission deadline. By neglecting to do so, the risk will be the Tenderers' entirely and the Tenderer forfeits the right to invoke any (such) error or other deficiencies in the Tender Package after the submission deadline. Consequently, after the submission deadline, no complaint due to a bad understanding or an imperfect knowledge of the Tender Package will be tolerated.

10.4 Submission of questions by the Tenderers (written Q&A-round)

The Tenderers are offered the possibility to raise questions regarding (the content of) the Tender Package and/or the Tender. Any questions should be submitted to the Contracting Entity before **20/06/2025**, via the Ariba messages board (using the Q&A form included in the DocuSet – **PDU_WAMS_Q_and_A.xlsx**.)

The Contracting Entity will respond to the submitted questions as soon as possible, depending on the complexity and the number of questions. The answers given by the Contracting Entity to the raised questions, will be basically made available to all Tenderers via the Ariba messages board, unless they are in particular considered as confidential by both parties. In the case the Tenderer considers the question as confidential and the Contracting Entity does not agree, the Contracting Entity informs the bidder of his opinion. The bidder can then decide whether the answer to the question should be communicated to all Tenderers involved or whether the question should not be answered.

During the tender procedure, the Contracting Entity may decide to introduce one or more additional written Q&A-rounds, if this would appear necessary.

10.5 Submission of questions by the Contracting Entity

At any time during the tender procedure, the Contracting Entity may send questions to the Tenderers. The Tenderer has to answer within a time limit of three full business days (unless otherwise specified) after the question was submitted by the Contracting Entity. If the Tenderer is not able to give the answers within this time limit, the Tenderer has to communicate a reasonable and motivated new time limit to the Contracting Entity within a time limit of one business day after receipt of the question concerned. This new time limit may not interfere with the global time table.

Questions will be raised and will have to be answered via Ariba.

The Contracting Entity reserves the right to reject the Bid of a Tenderer that does not answer the question(s) posed by the Contracting Entity and/or does not answer the question(s) within the specified time limits. The Contracting Entity also preserves the right to reject such Bid, in case the new by the Tenderer communicated time limit is not reasonable and/or not motivated.

10.6 Submission of the Bid

The Bid has to be submitted electronically via Ariba before the submission deadline (see details on first page of this ITT and in Ariba).

If multiple files are requested to be uploaded in one of the Ariba sections, you need to upload these in a compressed file format (zip-file).

If a zip-file size exceeds 100MB, you need to contact the responsible Buyer to agree upon a way to transfer the file.

All provided documents shall be in a compatible format for the document concerned (Microsoft Office/Microsoft Project/AutoCAD).

In order for the Contracting Entity to download the documents in a correct way, the length of file paths shall not exceed 100 characters.

The Contracting Entity reserves the right to reject the Bid of a Tenderer that does not comply with the rules as stated in this section and declines any responsibility in the event of problems with the Ariba platform.

10.7 Tender assessment

The Contracting Entity will firstly evaluate the **regularity** of the submitted Bids.

A bid containing one or more substantial irregularities will in principle be rejected from participation in the (further) tender procedure.

In accordance with article 74, § 4, clause 3 of the Royal decree of 18 June 2017, the Contracting Entity will give the Tenderers who submitted a bid containing one or more substantial irregularities the chance to regularize the irregularit(y)/(ies), before entering into negotiations, if the Bid concerned is not a final Bid (i.e. a bid on the basis of which the award decision is taken). Tenderers must moreover be aware that the time given by the Contracting Entity for regularisation will be limited; if the irregularity is not regularised within the deadline set by the Contracting Entity, the Contracting Entity can still exclude the Bid.

The Contracting Entity will however not offer a possibility for regularisation in the following cases:

- The submission of the Bid is not done via the Ariba platform.
- The submission of the Bid is done later than the indicated hour and time (i.e. the submission deadline).
- The Bid is entirely unsuitable for the present Tender.
- The Bid is substantially incomplete in a way that giving a possibility for regularisation could be considered as a breach of the principle of equal treatment of all candidates

In second instance, the Bids will be **evaluated against the pre-determined award criteria**, in accordance with the negotiated procedure with prior call for competition. The detailed description of the award criteria applied, their weighting and other relevant information on the evaluation of the Bids are described in the separate document Tender Evaluation. Clarifications, negotiations, shortlisting and award decision

Tenderers may be invited to a meeting for clarifications and negotiations, to be held at the Contracting Entity's offices between 9.00 and 17.00 hours local time. An agenda will be issued to the invited Tenderers. This can be done at all stages of the tender procedure until the final Bid has been submitted..

The Contracting Entity reserves the right to award the Tender without any negotiations.

Negotiations can be organized in several rounds. The Contracting Entity can ask the (then still involved) Tenderers to submit modified Tenders.

The Contracting Entity has the right to shortlist the Tenderers based on their Bids in application of the award criteria. The Contracting Entity may take such a shortlisting decision on the basis of the first Bid or in any subsequent tender and negotiation round(s). The shortlisting decision will be based on an evaluation of the Bids against the pre-determined award criteria, described in the Tender Evaluation. If the Contracting Entity wants to shortlist, the Contracting Entity will announce the short listening with the invitation on Ariba to submit an a Bid.

It is requested, that the final Bid submitted by a Tenderer, must build on the Bid the Tenderer previously submitted and take into account the results of the negotiations

The Contracting Entity will notify the Tenderer whose Bid shall receive the award for the Tender in writing. The Contracting Entity will also inform in writing, by registered post, the Tenderers whose Bid shall not receive the award, of this fact and of the (justified) Tender Evaluation, mentioning during which period they can – in accordance with the Law of 17 June 2013 – introduce an appeal and during which the Contracting Entity will not proceed to contract close (*stand-still*).

10.8 Contract close

The Contracting Entity ultimately awards the contract determined after the expiration of the standstill period. However, the Contracting Entity is not committed with respect to a Bid until the Contracting Entity's duly empowered representative has awarded the contract.

11. Demo

As part of the tendering process, a “demo” phase is foreseen by which the Tenderer will demonstrate its offered solution.

A list of requirements to be demonstrated during the “demo” phase is defined by Elia (see document “**Description Demonstrations.docx**”). A live demonstration of the demo requirements specified by Elia must be given by the Tenderer.

The “demos” are subject of scoring as part of the global awarding of the offered solution.

12. MVP – Minimum Viable Product.

Once the tendering process is finished, the 3 Tenderers with the highest score will be selected: one as Potential Contractor, one as Back-Up Supplier and one as Second Back-Up supplier. To be selected as Potential Contractor, Back-Up Supplier and Second Back-Up Supplier, the Tenderer must pass the minimum requirements. As a consequence it can be possible that there is no Back-Up and/or Second Back-Up Supplier.

The Potential Contractor shall therefore be the Tenderer with the highest Total Score, the Back-Up Supplier shall be the Tenderer with the second highest Total Score, the Second Back-Up Supplier shall be the Tenderer with the third highest Total Score.

The Back-Up Supplier shall be entitled to become Prime contractor, in case the Potential Contractor receives a negative validation after the assessment of the deploy of the MVP solution at Elia site.

The Second Back-Up Supplier shall be entitled to become Prime contractor, in case the Potential Contractor and Back-Up Supplier receives a negative validation after the assessment of the deploy of the MVP solution at Elia site.

Following this process, the Potential Contractor (or Back-Up Supplier or Second Back-up Supplier) will deploy a MVP at Elia.

Timing

The assessment phase has a duration of maximum 6 months starting from the contractor awarding and can be extended on Elia's initiative only. Elia reserves the right to give a negative evaluation during the assessment period in case the MVP is not progressing according to the expected targets and to end the assessment at any given moment.

At the end of this phase, Elia will evaluate the fulfilment of the MVP requirements. In case of a positive validation then this phase is seen as the start of the implementation project providing the necessary base to quickly expand the solution and functionalities.

Scope

The MVP is the start of the deployment of the final solution with the goal to have the solution as soon as possible operational with a limited set of functionalities.

During the MVP assessment, Elia will evaluate

- the integration of the solution in the Elia environment (installation, ...) and the software stability
- user friendliness/ergonomics
- the data acquisition, the correct interpretation of the data streams and their quality attributes (e.g. time stamp synchronization of the PTP/GPS PMU data, ...)
- data storing
- data forwarding
- the oscillation detection of the offered solution

with a selected set of Elia operational PMU's.

Costs

The MPV is part of the total costs of the deployment of the offered solution within Elia.

The MVP cost will be ordered via an Order prior to the contract signing.

Elia likes to express its full support to the Tenderer for a successful realization of the MVP :

- In case of successful MVP assessment, the MVP costs can be invoiced.
- In case of unsuccessful MVP assessment, Elia is willing to pay half of the MVP costs. The “half of the MVP cost” is limited to **maximum of 5%** of the total costs of the offered solution (see **PDC_WAMS_Pricing_Sheet.xlsx**) and to **maximum 50.000 euro**.

13. Additional considerations / warnings

The Contracting Entity reserves in accordance with the public procurement law the right to

- request a more detailed breakdown of the prices for the purpose of clarifying the Bid;
- not continue with the current tender procedure and to eventually retender the whole or any part of the Tender;
- Issue a new ITT either under identical or different conditions from the original ITT and any other rights it has under Belgian public procurement law, whichever is applicable.

The contract period is 4 year, with the possibility to extend with 2 time 2 years