



Tender Document

**European tender in accordance with
the open tendering procedure for
the**

**Geophysical soil investigations for
Hollandse Kust (west) Wind Farm
Zone**

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Definition of Terms

Agreement	The written agreement between the Contracting Authority and the Contractor, which sets out the conditions under which the contract is performed.
Client	Contracting Authority, Netherlands Enterprise Agency, RVO.nl
Contract	CONTRACT” means the AGREEMENT including the Conditions of Contract and other attachments of the AGREEMENT.
Contracting Authority	The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO.nl), part of the Ministry of Economic Affairs and Climate Policy.
Contractor	The party with whom the Contracting Authority has concluded the agreement.
Exclusion ground	A ground for refusal relates to circumstances that concern the (person of the) tenderer itself and justifies its exclusion from participation in a tender.
LOGIC	The General Conditions of Contract - LOGIC General Conditions of Contract for Services (On- and Off-shore) Edition 3 – March 2014
Memorandum of Information	A document that contains the questions submitted anonymously by the Tenderers, including the related answers provided by the Contracting Authority
Offer	An offer (a tender) submitted by the tenderer in response to the tender document European tender 'Geophysical soil investigations for offshore Wind Farm Zone Hollandse Kust (west)' sent to it by the Contracting Authority.
Public Procurement Act (<i>aanbestedingswet</i>)	Public Procurement Act 2012
Self-Declaration (ESPD) (for public procurement procedures by contracting authorities)	A statement in which the tenderer declares that it fulfils the requirements set out in the Annex 2 'ESPD for public procurement by contracting authorities' and that it accepts the terms and conditions set out therein.
Statement of approval	A statement in which the tenderer declares that it fulfils and agrees with all the requirements set out in the tender document as well as with the prices/rates offered by the tenderer.
Suitability requirement	A requirement that a tenderer must fulfil in order to qualify for the award of the contract.

Tender Document Tenderer	This document, including its appendices. The organisation that submitted an offer or intends to submit an offer.
Variant	A possible second Offer of Tenderer based on the same requirements and preferences set out in Chapter 4, 5 and 6 of this Tender Document.
Work	All the work that the Contractor is required to carry out in accordance with the provisions of the Contract, including the provision of all materials, services and equipment to be rendered in accordance with the Contract.

Reader's Guide

The tender document lying before you contains information about the European tender for the execution of "geophysical soil investigations for the offshore Hollandse Kust (west) Wind Farm Zone in the Netherlands" in accordance with the open tendering procedure . This tendering process is implemented by the Netherlands Enterprise Agency (in Dutch: Rijksdienst voor Ondernemend Nederland), a part of the Ministry of Economic Affairs and Climate Policy in the Netherlands.

You are invited to submit a tender (Offer) based on this tender document. You need not physically send any documents with this invitation to tender: the entire tender process takes place digitally through TenderNed, the online market square for invitations to tender. Both the communication about the tender with the Contracting Authority and the submission of your tender will go through TenderNed. Further information about this process can be found in this document. See Annex 6 of this tender document for further details about digital tendering through TenderNed.

This tender document is structured as follows:

- Chapter 1: description of the organisation and of the contract to be awarded.
- Chapter 2: assessment and award procedure.
- Chapter 3: procedural provisions and regulations of the tendering process.
- Chapter 4: exclusion ground and suitability requirements with respect to the tenderer.
- Chapters 5 and 6: the schedule of requirements and the schedule of preferences, respectively, pertaining to the contract.
- Appendices referred to in this tender document.

1 Organisation and contract put out to tender

1.1 Organisation

The Netherlands Enterprise Agency (in Dutch: Rijksdienst voor Ondernemend Nederland, RVO.nl) encourages entrepreneurs in sustainable, agrarian, innovative and international business. It helps with grants, finding business partners, know-how and compliance with laws and regulations.

The aim is to improve opportunities for entrepreneurs and strengthen their position. The Agency works at the instigation of ministries and the European Union.

The Netherlands Enterprise Agency is part of the Ministry of Economic Affairs and Climate Policy.

The Netherlands Enterprise Agency focuses on providing services to entrepreneurs. It aims to make it easier to do business using smart organisation and digital communication. The Agency works in The Netherlands and abroad and co-operates with governments, knowledge centres, international organisations and countless other partners.

More information about Netherlands Enterprise Agency can be found on: www.rvo.nl and <http://english.rvo.nl/>.

1.2 Reason for and purpose of this tender

The Dutch Government has developed a systematic framework under which offshore wind farm zones are designated. Any location outside these wind farm zones is not eligible to receive a permit. Within the designated wind farm zones the government designates the specific sites where wind farms can be constructed using a so-called Wind Farm Site Decision ('Kavelbesluit'). This contains conditions for building and operating a wind farm on a specific site. The Dutch Government provides relevant site data and Dutch transmission system operator TenneT is responsible for grid connection. Winners of the site development tenders will be granted a permit to build a wind farm according to the Offshore Wind Energy Act (Wet Windenergie op zee) and will be offered a grid connection to the main land. The Ministry of Economic Affairs and Climate Policy provides site data, which can be used for the preparation of bids for these tenders.

In light of the success of the road map towards 4,500 MW (2015-2019), the Ministry has published a new roadmap to 2030. This calls for the deployment of an additional 7,000 MW of offshore wind by 2030. In total, the additional MW's planned would bring the Netherlands' total offshore wind capacity to 11,500 MW. RVO.nl and TenneT have already started preparations for the first Wind Farm Zone to be developed under the 2030 roadmap, Hollandse Kust (west). The Government foresees 1.4 GW in this Wind Farm Zone.

Additional information on the legislative framework and the designated offshore Wind Farm Zones in the Netherlands can be found in Annex 5- VI.

The Netherlands Enterprise Agency has been requested to prepare and collect site data required for commercial developers to prepare a competitive bid. As part of the future Permit Call for Tender document(s), the participants will receive information packages in

which detailed information on the offshore site is included. Detailed information on the soil conditions at the site will be part of this information package.

The objective of this tender is to conclude an Agreement with one Tenderer who is able to carry out the geophysical investigations required to improve the bathymetrical, morphological and geological understanding and identification of objects at the Hollandse Kust (west) Wind Farm Zone. This information must be suitable as input for scoping and preparing geotechnical site investigations and for integration into a Ground Model of sufficient quality to progress the design and installation requirements for offshore wind farms, including, but not limited to foundations and infield cables. The information from the investigation will be made available to all potential bidders for offshore wind farms in the HKWWFZ in the Netherlands.

The Contracting Authority intends to conclude an Agreement with the Tenderer who has submitted the most economically advantageous tender (based on the best quality/price ratio). The future Contractor, as well as the services/products to be performed/delivered by the Contractor, must fulfil the terms and conditions to be set by the Contracting Authority and specified in this Tender document.

1.3 Description of the contract

This tender is not divided into lots, because the investigations to be executed are linked to each other and form a consistent package.

Details on the investigations are provided in following chapters of this tender document. More information on the scope of work and requirements can be found in the contract documents, including the appendices:

- Annex [5] - Contract Section I - Draft Agreement
- Annex [5] - Contract Section II – Conditions of Contract
- Annex [5] - Contract Section III – Remuneration
- Annex [5] - Contract Section IV - Scope of Work
- Annex [5] - Contract Section V - HSE Requirements
- Annex [5] - Contract Section VI – Quality Requirements & Administrative Instructions
- Annex [5] - Contract Section VII – Starting Points and Assumptions

In the event of inconsistencies, a higher ranked section of the Contract (Section I-VI) takes precedence over a lower ranked document and all sections of the Contract (Section I-VI) take precedence over this Tender Document.

1.4 Term of the agreement

The anticipated commencement date of the agreement is September 6, 2018. The end date is set at July 1, 2019.

1.5 Scope of the contract

The Contracting Authority assumes an estimated total contract volume of 3,000,000 euros (excluding VAT). However, this is only an indication from which no rights can be derived.

1.6 Variants

Due to receiving signals from the market that it is desired to be able to submit an additional Offer, and in order to stimulate innovation, the Contracting Authority has decided to admit Variants or alternative Offers in this Tendering procedure.

2 Assessment and award procedure

2.1 Assessment of the offers

The offers will be assessed in accordance with what is set out in this chapter.

2.1.1 Procedural provisions and regulations

Following receipt of the offers, verified will be whether the offers comply with the provisions and rules set out in Chapter 3. Offers that do not comply will be excluded from participating in this tendering procedure and will not be assessed any further.

2.1.2 Selfdeclarations

Next, verified will be whether the Annex 2, 'ESPD' and the Annex 3, 'Statement of approval' have been enclosed with the offer, have been completely filled in and signed, without any qualification (see § 3.16). In case an offer is submitted by a partnership (combination) (see § 3.19), each partner must complete and sign the Annex 'ESPD', and enclose it with the offer.

If the above has not been complied with, the offer will be excluded from further participation in this tendering procedure and will not be assessed any further.

In this phase of the tendering procedure, the information in the ESPD will not yet be verified substantively for accuracy and lawfulness. The Contracting Authority may do so only for the ESPD of the winning tenderer (see § 2.1.5 and § 3.29).

By presenting a duly and truthfully signed 'ESPD', the tenderer declares that, for this tendering procedure, it fulfils the grounds for exclusion and suitability requirements as explained in Chapter 4. Preferences with respect to the Contract

Subsequently, the Contracting Authority will assess the extent to which the preferences included in the Schedule of requirements (Chapter 6) are met. These preferences are the award sub-criteria based on which the Offers not excluded in the preceding assessment steps can be awarded points by the Contracting Authority . The methodology for awarding points has been further elaborated in Chapter 6.

2.1.3 Most economically advantageous tender (Offer)

The Contract will ultimately be awarded to the Offer that is most economically advantageous for the Contracting Authority, based on the award sub-criteria, with the related award methodology and weighting, which is elaborated in Chapter 6. The Offer most economically advantageous to the Contracting Authority will be the Offer with the highest final total end score. The Offers excluded from further assessment/participation in preceding assessment steps and set aside by the Contracting Authority, will not be further assessed and cannot be regarded as the economically most advantageous tender (Offer).

The Contracting Authority will round the final total end score of the Tenderers to one decimal place. Until this final total end score is determined, figures are not rounded off. A Tenderer's final total end score will determine the Tenderer's ranking position. If two or more Tenderers have obtained the same final total end score and this results in the Contracting Authority having to award the contract to more Tenderers than the desired

number of Tenderers, the contracting authority will award the Contract to the Tenderer(s) with the highest end score for the sum of the scores for the award sub-criteria Project documentation, Qualifications of personnel and to Vessels and equipment. If the highest scoring Tenderers have also been awarded the same score for this award sub-criterion, then a lottery will take place to determine the tenderer to whom the contract will be awarded.

2.1.4 Further check of evidence

The Contracting Authority may require the winning Tenderer(s) to produce one or more pieces of evidence (see § 3.27). However, the Contracting Authority is not required to do so. The evidence must show that the Tenderer meets that which is stated in the 'ESPD' and the 'Statement of approval'. The evidence concerning the 'ESPD' has been included in Chapter 4.

After the first request of the Contracting Authority to do so, the evidence must be submitted by the winning Tenderer to the Contracting Authority within 20 days. If the Tenderer fails to produce the correct and valid evidence or fails to do so in time, this can as yet result in the relevant Tenderer being excluded from the tendering procedure. In that case, the Tenderer will not be able to qualify for the final award of the Contract. This also applies if, based on the evidence submitted, it appears that the ESPDs of the Tenderer have not been signed by a duly authorized representative on behalf of the Tenderer.

If a Tenderer does not qualify for the final award, all Tenderers will receive a message about the consequences thereof for the award.

2.1.5 Verification of availability of vessels and personnel

One week before the preliminary award, the Contracting Authority will request all Tenderers fulfilling the minimum requirements to confirm in writing the actual vessels and personnel to be engaged for the work. The final assessment scores will be based on the confirmed vessels and equipment.

3 Procedural provisions and regulations

3.1 General

This tender takes place in conformity with the Public Procurement Act. In this case, we have opted for the 'open tendering procedure'. For that purpose, an announcement was published on www.tenderned.nl () and in the Supplement to the Official Journal of the European Union.

In this tender, the Contract will be awarded on the basis of the award criterion of the most economically advantageous tender (Offer), based on the best price-quality ratio.

In case an Offer is not drafted on the basis of the provisions and regulations included in this chapter, the Contracting Authority may put the Offer aside and exclude the Tenderer from further participation in this tendering procedure. This also applies to in case the Tenderer has submitted a valid Second offer (please refer to paragraphs 3.7 and 3.20).

By submitting an Offer, the Tenderer states that he agrees to these provisions and regulations and all other conditions referred to in this tender document.

3.2 Communication

All communication relating to this invitation to tender must be through TenderNed (www.tenderned.nl). After you have indicated on the announcement platform of TenderNed that you wish to submit a tender, you may send and receive messages about this tender through 'Mijn aanbestedingen'. Questions about the tender must therefore be sent through TenderNed to the contact person of the contracting authority. Messages and documents from the contracting authority relating to this tender can also be found on TenderNed.

You yourself are responsible for consulting the messages received and the documents published on TenderNed. You will initially receive these messages in your message box on TenderNed. You can also change your settings to ensure you receive automatic notifications at you own e-mail address. You yourself are responsible for ensuring that these e-mail notifications are not blocked by your e-mail security (firewall, spam filters). You must also ensure that the right persons in your company are kept informed of the messages/documents about the tender which are sent/published by the contracting authority through TenderNed.

If communication through TenderNed is not possible, you can contact the person mentioned below:

CJD Mentink, iucezteam1@rvo.nl

You are not allowed to directly contact any other person than the contact person mentioned above in connection with this tender.

If you have any questions relating exclusively to the functionality or technology of TenderNed, please contact the service desk of TenderNed on working days from 8.30 a.m. to 6 p.m. through 0800-TenderNed (0800-8363376).

3.3 eRecognition

As of June 27, 2015 Dutch companies and their authorised employees must use eRecognition to log on and register with TenderNed. Logging on to TenderNed with a username and password is no longer accepted for Dutch companies.

A minimum eRecognition security level 2 is required for use of TenderNed.

TenderNed users of Dutch companies are responsible for acquiring eRecognition themselves. Any consequences of not having eRecognition in time are for you.

See for more information about eRecognition <http://www.tenderned.nl/eherkenning-en-tenderned-0>. This information includes roadmaps and frequently asked questions about the purchase (including estimated time of processing the request) and the use of eRecognition in TenderNed.

3.4 Schedule

The following time schedule applies to this tender:

June 14, 2018	Dispatch of publication, commencement of submission period
Up to and including July 3, 2018 12.00 am CET	Closure question-and-answer session: Deadline for tenderers to ask questions about this tender document and the framework agreement (including general terms and conditions) and for tenderers to make text proposals for the draft framework agreement (including general terms and conditions)
July 11, 2018	Dispatch of Summary of additional information
July 28, 2018 14.00 pm CET	Deadline and time for receiving offers
July 28, 2018 14.30 pm CET	After submission period, opening of offers received
August 8, 2018	Verification of availability of vessels and personnel: One week before the preliminary award, the Contracting will request all Tenderers fulfilling the minimum requirements to confirm in writing the actual vessels and personnel to be engaged for the work. The final assessment scores will be based on the confirmed vessels and equipment.
August 15, 2018	Sending notification of award decision
Up to and including August 24, 2018	Deadline for the winning tenderer(s) to provide the evidence requested by the contracting authority
Up to and including September 5, 2018, 11.00 am CET	Deadline for asking questions and/or asking for a preliminary injunction concerning the notification of the award decision.
September 6, 2018	Commencement date agreement(s).

The Contracting Authority reserves the right to change the period(s) referred to in the schedule if circumstances so require. In that case, the Contracting Authority will timely inform all (potential) Tenderers of the new period(s) in writing.

3.5 Questions and additional information

The contracting authority has provided for one written question-and-answer session during the tendering period.

- You can submit your questions/remarks referring to this tender document up to the time of closure of the question-and-answer session (see § 3.4). All question/remarks received timely by the Contracting Authority before the closure of the question-and-answer session will be included anonymously in the Summary of additional information

and changes (Memorandum on Information), including the corresponding answers of the Contracting Authority .

Questions about the invitation to tender must be put to the Contracting Authority through the data interchange of TenderNed. To be able to do so, you must use the notifications platform of TenderNed to add the tender to your list of tenders ('Mijn Aanbestedingen').

Questions by telephone or any other communication besides the communication through TenderNed, relating to the tender will explicitly not be accepted. Questions relating to the functionality or technology of TenderNed, can be addressed to the TenderNed service desk. Questions put to the TenderNed service desk will not be recorded in the Memorandum of Information.

Send a question to the Contracting Authority

To ask a question through TenderNed, you must first register on www.tenderned.nl and then go to the dashboard of the tender concerned. Next, click on 'Vragen en Antwoorden' (Questions and Answers). Select 'Stel uw vraag' (Ask you question) to enter a new question. Enter the question and any details and click on 'Verzenden' (Send) to send your question immediately or on 'Opslaan' (Save) to save your question as a concept. If you do not want your question (and answer) viewed by anyone else involved with a tender, tick 'Individueel behandelen' (Treat individually). If you have more than one question, it may be handy first to save all questions as a concept and then select 'Alle vragen verzenden' (Send all questions).

Answers from the Contracting Authority

The Contracting Authority may answer your question immediately through TenderNed, although it is not obliged to do so. The Contracting Authority decides whether or not your question will be published immediately.

After the contracting authority has answered your question on TenderNed, you will immediately see the answer at the top of the tab 'Mijn vragen' (My questions). You will also receive a message in your TenderNed message box if one or all your questions have been answered. If your question and answer can be viewed by everyone enlisted for the tender, you will also find it (anonymously) under the tab 'Alle beantwoorde vragen' (All answered questions).

The Contracting Authority may also reject your individual question, for example because it does not want to treat the question individually. You will see this on the page 'Mijn vragen' (My questions). If you click on the question, you will find the reason why it has been rejected.

The Contracting Authority will record all questions (provided that they have been submitted in time) anonymously, including the answers to each question, in a Memorandum of Information, which will subsequently be published on TenderNed. The last Memorandum of Information to be published will also include questions which the Contracting Authority may have answered earlier through TenderNed but which have not yet been recorded in an earlier Memorandum of Information. The Memorandum of Information is only a copy or transcript of the page 'Vragen en Antwoorden' (Questions and Answers). The Memorandum(s) of Information to be provided during the tendering stage form(s) an integral part of this tender document.

3.6 Term of validity of the offer

The Offer submitted by the Tenderer must remain valid for at least three months from the opening of the Offers. If a preliminary injunction against the notification of the award decision has been asked from the competent court in Den Haag in the Netherlands, the Tenderers must in any case stand by their Offer until four weeks after the competent court decided on the preliminary injunction in the first instance.

3.7 Variants

Due to receiving signals from the market that it is desired to be able to submit an additional Offer, and in order to stimulate innovation, the Contracting Authority has decided to admit Variants in this tender procedure. (Please also refer to § 3.20). The Tenderer is allowed (but not obliged) to submit a (one) variant in addition to an Offer. The first Offer as well as the Variant (the second Offer) should be in conformity with ALL requirements stated in Chapters 4 and 5 of this Tender Document. The first Offer as well as the second Offer will be assessed according to the award criteria (Preferences) listed in Chapter 6. The reason for this procedure is to provide an opportunity for tenderers to provide an Offer with enhanced quality or innovative instrumentation besides an Offer with more conventional characteristics.

In a Variant Offer, tenderers are allowed to offer alternative or innovative solutions which could intentionally deviate from requirements as defined in the documents included in Annex 5, while being fully compliant with the objectives of the survey. In this case, the tenderer shall describe the deviation and the conflict with the requirements including a motivation for deviating from the requirements (e.g. including innovative technology offering better results but outside the boundaries defined by the Scope of Work document). The Contracting Authority shall decide at his own discretion whether the second offer can be considered compliant with the objectives of the survey before it will be assessed according to the award criteria (Preferences) listed in Chapter 6. In case the second offer is considered not compliant with the objectives of the survey the offer may be put aside and excluded from further assessment.

3.8 Costs of the Offer

The Contracting Authority does not reimburse any expenses for drawing up and submitting an offer, including any further information to be provided.

Possible costs and/or damage, which (can) arise due to the non-awarding of this Contract (to the Tenderer), are at the risk of the Tenderer.

3.9 Cancellation of the tendering procedure

The Contracting Authority reserves the right to fully or partly, temporarily or permanently cancel the tender until the moment of signing the intended Agreement. In such situation, Tenderers are not entitled to a reimbursement of any costs incurred in connection with this tender.

3.10 Order of preference of documents

In the event of any conflict between the tender document (including appendices) and the Summary of additional information and changes, the Summary of additional information and changes will prevail. In the event of any conflict between the Summary of additional information and changes and the answers on TenderNed given before the Summary of additional information and changes, the Summary of additional information and changes will prevail.

If there are several Summaries of additional information and changes, the provisions of the most recent Summary of additional information and changes will prevail in the event of any conflict between the Summaries of additional information and changes.

3.11 Information about obligations of Tenderers

Information about the obligations with respect to the provisions concerning taxes, environmental protection, industrial safety, and employment conditions applicable in the Netherlands and that apply to the actions of the tenderer during the term of the Agreement can be obtained from:

- For provisions concerning taxes: the Dutch tax authorities: www.belastingdienst.nl
- For provisions concerning environmental protection: the Ministry of Infrastructure and Water Management: www.rijksoverheid.nl
- For provisions concerning industrial safety and employment conditions: the Ministry of Social Affairs and Employment: www.rijksoverheid.nl.

3.12 Contradictions or objections

Submitting an Offer means that the Tenderer will fully agree to the tendering provisions, conditions, and procedure as described in this Tender Document. If, according to the Tenderer, any document provided to the Tenderer by the Contracting Authority, contains any inconsistencies, errors or lack of clarity, the Tenderer must immediately report this in writing to the contact person specified in § 3.2, stating the consequences and/or adjustment proposals, if any.

If a Tenderer objects to (parts of) the Tender Document, including (but not exclusively) the subject of the contract, the award criteria, and the assessment procedure, that Tenderer must inform the stated contact person in writing as soon as possible about those objections, specifying the potential consequences for the Tenderer.

3.13 Complaints procedure

Questions, requests, remarks and/or objections pertaining to the tender documents must be made known to the contracting authority in conformity with the provisions in 3.5 'Questions and additional information' or § 3.12 'Contradictions or objections'. If the Tenderer continues to disagree with the response of the Contracting Authority, or if there is no response, then the Tenderer can submit a complaint to the Contracting Authority. entrepreneur Tenderer can also submit a complaint immediately. More information is available in the Annex 1, 'Complaints procedure'.

3.14 Adjudication of disputes

In addition to § 3.13 'Complaints procedure' any dispute regarding this tender shall be submitted to the Commission of experts of public procurement procedures (www.commissievanaanbestedingsexperts.nl), or the competent court in Den Haag, the Netherlands. Only Dutch law applies to his tender and the resulting Contract.

3.15 Submission of the offer

The final submission date for the Offer has been fixed July 27, 2018 14.00 pm CET. The date and time for submitting an Offer must be considered to be final.

- Only digital tenders that have been submitted in time to the digital 'safe' of the tender concerned on TenderNed will be accepted by the Contracting Authority. Other tenders will not be considered and be excluded from the tender assessment. Tenders may therefore not be submitted by facsimile, e-mail or as a hard copy.

- Before you are allowed to submit a digital tender through TenderNed, your organisation must be registered on TenderNed and one or more registered users must be linked to this organisation who are authorised to tender for contracts through TenderNed. **Remember that it may take some time if your organisation still has to complete this registration process.** The advice of the Contracting Authority is not to postpone the registration process in TenderNed until the end of the tendering period but to start immediately. After your enterprise has been registered, you must add the tender concerned to the list of tenders your organisation follows through the announcement platform on TenderNed. You can do so via the button 'Toevoegen aan Mijn aanbestedingen' (Add to my tenders).
- If you wish to tender for this contract, go through your tenders on TenderNed to the dashboard of this tender. You can complete your tender by following a number of steps: you may answer the requirements and criteria, add/upload requested documents, ask questions to the contracting authority and, finally, submit your tender. Before you actually submit your tender, TenderNed checks if all mandatory fields have been completed. If not, TenderNed will inform you of this. After you have completed your registration, you can submit your tender to the contracting authority. You put your tender in the so-called safe. TenderNed will send an SMS transaction code to your mobile phone. This safety check is made to ensure that the tender has been submitted by the right person. After the code has been entered, the tender will have been placed in the TenderNed safe. If necessary, you may withdraw your tender and change it if necessary until the safe with tenders (or the tendering period) closes. When the safe is opened, only the last version that has been submitted can be viewed and accepted by the Contracting Authority.
- The down counting digital clock and the closing time for submitting tenders shown in the TenderNed dashboard take precedence and prevail over all other time indications.
- The Contracting Authority may only view tenders after the TenderNed safe has been opened. The safe cannot be opened before the tendering period has lapsed.
- Shortly after you have submitted the tender through TenderNed, TenderNed will send you an automatic confirmation. This notification constitutes a receipt.
- Consult the fact sheet '[TenderNed - Six steps to bidding for public procurement contracts online](#)' (see also Annex 6 of this tender document) or the more comprehensive '[manual for entrepreneurs](#)' for more information about the registration and organisation of your organisation on TenderNed, as well as digital tendering. This information and other information about the use of TenderNed is also accessible through www.tenderned.nl/egids.
- If you have any technical questions about – or problems with – digital tendering through TenderNed, please contact the TenderNed service desk (see also § 3.2). If you believe that your questions or comments are not adequately dealt with by the TenderNed service desk, you can contact the contact person of the Contracting Authority (see § 3.2).
- The risk of late submission of your tender and/or submission of an incomplete tender lies with the Tenderer.
- The Contracting Authority is not responsible or liable for the consequences of late, incorrect or incomplete submission of a tender.

3.16 Form and content of the Offer

The Offer must be submitted fully digitally through TenderNed.

The requirements (including the grounds for exclusion and the suitability requirements) may be answered in TenderNed with a 'yes' or 'no'. Please indicate if you comply with them. If applicable, add the validly signed statements/answers as a document (see also the information in the Annex 'ESPD' and chapter 4).

Attention: digital submission is not considered equivalent to a validly signed tender (document). Where in this document you are asked to submit validly signed documents (for example declarations), these documents must be signed (manually and not electronically, also called 'wet' signature), scanned and digitally submitted with the Offer by the designated legally authorised official. See also § 3.17 'Legally binding signature'.

The answers to the wishes/award criteria must also be submitted as separate documents with your tender. The same order and arrangement must be followed as used in this tender document. The following 'checklist' has been included as an aid for preparing your tender.

Re	Description	To be added in your tender to
Annex 2	Completed and duly signed (legally valid manner) ESPD*	Add document with one (or more) requirement(s) that relate to grounds for exclusion and/or suitability requirements. Answer ALL requirements with 'Yes' (if agreeable) or 'No'** (Requirement 1 Tendered)
Annex 3 chapter 5	Duly signed (legally valid manner) Statement of approval	Add document with requirement 'Statement of approval' and answer this requirement with 'Yes' (if agreeable) or 'No'** (Requirement 2 Tendered)
Annex 8	List of reference contract(s)	Add list of reference contract(s) and answer this requirement with 'Yes' or 'No'** (Requirement 3 Tendered)
Chapter 6.2	Your response/answers to preference/award criterion 1. Project documentation	Add document with 'Award criterion 1. Project documentation and answer the award criterion 1 with 'Yes' (if agreeable) or 'No'**
Chapter 6.3	Your response/answers to preference/award criterion 2. Qualifications personnel: 1. Description and motivation of team composition 2. Annex 7	Add document with 'Award criterion 2. Qualifications personnel and answer the award criterion 2 with 'Yes' (if agreeable) or 'No'**
Chapter 6.4	Your reaction to preference/award criterion 3. Vessel(s) and equipment	Add document(s) with 'Award criterion 3. Vessel(s) and equipment' and answer the award criterion 2 with 'Yes' (if agreeable) or 'No' **
Chapter 6.5 and 6.6	Your reaction to preference/award criterion 4 and 5. Cycle times (completed cycle times format) and Prices/rates (completed price format)	Add document with 'Award criterion 4. Cycle times and 5. Prices/rates and answer the award criterion with 'Yes' (if agreeable) or 'No'**

* In case an offer is submitted by a partnership (combination), each participant must complete and duly sign the Annex 'ESPD', and enclose it with the offer.

**In case you offer a Variant, please attach the requested documents in the same manner but clearly indicating that it concerns the documents for the second Offer.

The offer must be complete, i.e. all appendices or information requested must be enclosed. If you cannot answer a question, you must indicate this explicitly and with reasons. In that regard, see also § 3.20. If you believe that there are other matters that are also important, you may state these matters in a separate Annex.

In case you submit a Variant this should fulfil all requirements of this paragraph: it must be complete and should contain all requested annexes and other information.

3.17 Legally binding signature

A legally valid signature in the context of this procedure is:

1. The documents must be signed by a duly authorised / lawfully authorised representative.

If in the trade or professional register is recorded that two or more persons are jointly authorised to represent an organisation documents must be signed by two or more persons. If restrictions are applicable in the authority to represent the organisation the Tenderer must take this into account.

For more information, see § 4.3 .

2. The documents must be signed with an original handwritten signature on a hard copy document (hereinafter also called a 'wet ' signature) by the appropriate legally competent(s).

The documents with the wet signature then have to be scanned and added to your Offer.

Please note: the ESPD statement allows for a digital signature. However, the Contracting Authority requires a 'wet ' signature.

3.18 Self declarations

There are two self declarations, 1 ESPD and 2 Statement of Approval, which the Tenderer must complete truthfully and sign in a legally valid manner. By signing these declarations, the Tenderer certifies that it fulfils the requirements and accepts the conditions, both set out in those declarations. This concerns the declarations included in the following appendices:

- ESPD (Annex 2).
This will be discussed at greater length in Chapter 4.
- Statement of approval (Annex 3).
This will be discussed at greater length in Chapter 5.

If:

- one or more of the self declarations are submitted without having been duly signed,
- one or both self declarations are signed subject to approval,
- changes are made to one or both self declarations , and/or
- incorrect or incomplete information is provided,

then this will result in an unconditional exclusion for the remaining period of this tendering procedure.

The use of the 'self declarations' limits the administrative burden on the Tenderers and the Contracting Authority. Evidence regarding whether the situation set out in the declaration corresponds to reality can only be requested from the winner(s) of the tendering process.

The ESPD needs to be opened with Acrobat Reader to be completed. This pdf file has to be printed, signed (see 3.17) and scanned and added to your Offer. Using another programme than Acrobat Reader to complete the ESPD, after digitally sending the document, leads to an incorrect projection of the content, which could have the consequence that the information in the ESPD is different than intended.

Possible consequences of opening the ESPD in other programs (e.g. misrepresentation), are for Tenderer.

3.19 Tendering in cooperation with other companies

If you cannot perform the contract independently, there is the option to submit an Offer in cooperation with other organisations.

An Offer can be submitted in cooperation with other organisations in two ways:

- Either as a partnership ('combination/consortium') in which each partner is individually and jointly and severally liable for the performance of the obligations arising from the Offer as well as any performance of the Agreement. The Annex 'ESPD' must show who the consortium leader of the partnership is and may act as authorised representative towards the Contracting Authority;
- Or as main Contractor-subcontractor construction in which the main Contractor acts as the contracting party and is liable for performing all obligations, so including the obligations that are subcontracted.

Registering as partnership (combination/consortium)

If an offer is submitted by the partnership, then:

- each partner must duly sign the Annex 2 'ESPD', whereby all organisations forming part of the partnership accept individual and joint and several liability for the performance of the obligations arising from the Offer, as well as for any performance of the Agreement, and
- the ESPD statement must show who the other partner(s) is/are (1.5), who the consortium leader is on behalf of the partnership (1.6), and what the role is of the partner within the partnership.
- If a partner relies on the capacities of other entities to demonstrate that he meets the suitability requirements: see Part II C of the ESPD for instructions on which parts of the ESPD must be filled in and legally signed by those entities.

Registering as main Contractor with subcontractor(s)

In this construction, the main contractor is the Tenderer. If the Tenderer registers as the main Contractor, then:

- If the Tenderer registers as the main contractor without relying on the capacities of subcontractors:
the main Contractor has to fill in part II D of the ESPD and only the main Contractor has to fill in and legally sign the ESPD.
- If the Tenderer (main Contractor) relies on the capacities of subcontractors in order to meet the suitability criteria and to perform the work: see part II C of the ESPD for instructions on which parts of the ESPD have to be filled in and legally signed by the subcontractor(s).

In this construction, the main contractor is fully liable for the performance of the obligations arising from the Offer as well as any performance of the contract. The main contractor is also liable for performing the obligations of the subcontractor(s) engaged by it.

3.20 Single submission of the offer

A natural person, legal entity and/or company can submit an offer only once (either individually or in combination with other natural persons, legal entities, and/or companies).

It is only possible for several companies of a group to submit an Offer if they have each drawn up the offer independently from the other Tenderers (including the Tenderers forming part of the same group) and have fully honoured fair competition and maintained confidentiality in doing so. By submitting an Offer, the Tenderer states that it agrees to this condition.

3.21 Violating fundamental principles of procurement law, fair competition

Any Tenderer who by his act violates a fundamental principle of procurement law, where the violation has resulted or could have resulted in restricting fair competition, will be excluded from the tender procedure. This will also occur when violation or restriction of fair competition is revealed after sending the award decisions to all Tenderers. Before the Contracting Authority decides to exclude a tenderer, the Contracting Authority shall inform the Tenderer of this intention. Hereafter the Tenderer gets the opportunity to show there is no violation of a fundamental principle of the procurement law or restriction of fair competition.

By subscribing to this tender, the Tenderer declares that he is aware that violating a fundamental principle of procurement law may have said consequences. Under acting contrary to a fundamental principle of procurement law the Contracting Authority includes any violation of applicable (mandatory) laws and regulations. The Contracting Authority may conclude violation of the basic principles of procurement law or limitation of fair competition with all the means available. An irrevocable (judicial) verdict is not necessary.

3.22 Publicity and language

The Tenderer will refrain from making statements of whatever nature that could damage other parties involved. Violation of this condition may result in the tenderer being excluded from further participating in this procedure. The Contracting Authority will deal with the information provided by the Tenderers in confidence. Any publicity with respect to this tender is only allowed after written permission from the authorised officer of the Contracting Authority.

During the tendering process, the Tenderer must only use the English language in oral and written communication with the Contracting Authority. If necessary, this also applies during any subsequent phase in the performance of the Contract.

3.23 Accuracy and completeness of the information provided

By submitting an Offer, the Tenderer states that it guarantees the accuracy and completeness of all data and statements it submits.

The Tenderer bears the full risk of the absence of information and/or answers and/or of the provision of incorrect information. Depending on the nature of the omission or inaccuracy, this may result in exclusion or loss of points. If, during a later phase, incorrect and/or incomplete information appears to have been provided, the Tenderer may be excluded from further participation, or arrangements already made may be cancelled without the Contracting Authority being obliged to pay the Tenderer any kind of financial compensation.

3.24 No reservations in offer

The Tenderer's Offer will not contain any reservation(s). In submitting an Offer, the Tenderer states that it has submitted its offer definitely and without any reservation and states that it agrees to the documents provided by and all regulations set out by the Contracting Authority in this phase of the tendering process. An offer containing one or more reservations will be excluded.

3.25 General conditions

The agreement is subject to the LOGIC General Conditions of Contract for Services (On- and Off-shore) Edition 3 – March 2014 as amended by the Special Conditions contained in Contract document Section II. Any of the Tenderer's delivery, payment and/or other general terms and conditions - by whatever name - are expressly not accepted.

3.26 Terms and conditions of the contract

The texts of the agreement to be concluded and the corresponding General Terms and conditions of the contract and other annexes of the agreement, are based on the LOGIC General Conditions of Contract for Services (On- and Off-shore) Edition 3 – March 2014 (as an Annex thereof) and have been included in the Annex 5 - I 'Draft agreement'. The draft agreement refers to several sections (among others, the Conditions of Contract, based on the LOGIC General Conditions of Contracts for Services Edition 3), which can be regarded as annexes to the Agreement. In the Conditions of Contract, all deviations from the LOGIC General Conditions for Contract for Services, Edition 3, are made visible. Up to and including the deadline for submitting questions for the question-and-answer session (see § 3.4), the Tenderers can submit questions and remarks concerning the agreement and the annexes/sections. Moreover, the Tenderers can make alternative text proposals here, substantiating that the alternative offered is at least equal - or a valuable addition for both parties to - the wishes in the original draft agreement. The Contracting Authority is at liberty to honour the proposed changes or not. In the Memorandum of Information, the Contracting Authority will state whether it has accepted or rejected the proposals made. The Contracting Authority can send along the amended draft agreement and/or amended Annexes, if it deems this relevant.

In submitting an Offer, the Tenderer agrees to the Agreement (amended or not), including annexes. Only the final agreement will be binding for the fulfilment of the contract.

3.27 Clarification and verification of Offer

The Contracting Authority may require the Tenderer to explain its offer in more detail and/or provide supporting documents. The Contracting Authority is entitled, but not obliged, to check the accuracy of all data and statements to be submitted on the basis of the Offer.

3.28 Amendment or addition to the Offer

After the closing date and time for submitting the Offers, the Tenderer may no longer change, supplement and/or clarify his Offer, unless the Contracting Authority has made a request for this purpose as referred to in § 3.27.

3.29 Award decision, evidence and definitive award

Award decision

Simultaneously with the announcement of the award decision to those with whom the contracting authority intends to conclude the Agreement, the rejected Tenderers will be

informed of this decision in writing. They will receive a rejection notification stating the reason for the rejection, the differences compared to the Offer that was selected and the name of the beneficiary/beneficiaries. Furthermore, each stakeholder may obtain further information from the stated contact person of the Contracting Authority.

Any interested party that disagrees with the notification of the award decision, despite possible additional clarification by the Contracting Authority, can ask the competent civil court in Den Haag, the Netherlands, for a preliminary injunction against this notification. To this end, the interested party must bring these proceedings within 20 calendar days after the electronic dispatch of the notification of the award decision. This term is a peremptory time limit. In the interest of a swift and proper process, if an interested party asks for a preliminary injunction, it must timely notify the contact person mentioned in § 3.2 by sending a copy of the summons.

Pursuant to Article 2.129 of the Public Procurement Act, notification of the award decision does not constitute acceptance of an Offer of the Tenderer. During a period of 20 calendar days after the electronic dispatch of the notification of the award decision, the Contracting Authority is not permitted to award the Contract and to conclude a Agreement with the selected Tenderer.

Except in special cases, if a preliminary injunction has been asked within the above-mentioned period, the final award will not take place (as yet) until the judgement in interlocutory proceedings in the first instance has been given. That judgement will then constitute the basis for further decisions of the Contracting Authority concerning the award.

If civil interlocutory proceedings are brought against the notification of the award decision, then the Contracting Authority will notify the Tenderers accordingly. In that case, the Tenderers must in any case stand by their offer until 4 weeks after the judgement in the interlocutory proceedings in the first instance.

A Tenderer who wants to enforce an interest in a judgement in interlocutory proceedings, can do so only by means of an intervention or joinder in those interlocutory proceedings and shall therefore not bring separate interlocutory or other legal proceedings.

Producing evidence

By signing the statements set out in § 3.18, the Tenderer does not yet have to produce evidence in its Offer, with respect to the situations to which the statements pertain, unless expressly stated otherwise in this tender document. The evidence concerning the 'ESPD' has been described in Chapter 4.

However, by signing the statements, the Tenderer agrees that the Contracting Authority reserves the right to force the winning Tenderer to produce evidence with respect to the statements at a later point in time.

In the notification to the winning Tenderer on the announcement of the award decision, the Contracting Authority may request exclusively the *winning* Tenderer to produce evidence. The evidence must show that the Tenderer meets that which is stated in the self declarations. If the Tenderer does not produce the evidence requested within 20 calendar days after the first request of the Contracting Authority or the Contracting Authority does not agree with the content or validity of one or more pieces of evidence produced by the Tenderer, this may still result in the Agreement not being concluded with the Tenderer. In such case, the Contracting Authority will inform the Tenderers of this. In that case, the Contracting Authority will then redetermine the economically most advantageous Tender. The tender/results of the scores of the Offer that was put aside will be removed from the assessment. The calculations of the formulas will subsequently

be performed again and a new ranking will take place. Next, the award process will be executed again.

Definitive award

If there are no impediments (no preliminary injunction has been asked, and the evidence has been produced in time and meets the requirements), the Contract will, in principle, be awarded to the winning Tenderer and an Agreement will be concluded with this Tenderer.

4 Grounds for exclusion and suitability requirements

4.1 Exclusion Criteria

The grounds for Exclusion applicable to all lots within this tender have been set out in the Annex 2 'European Single procurement Document (ESPD)'. Applicable are:

- All Exclusion grounds mentioned in Part III A and B of the ESPD;
- The Exclusion grounds marked by the Contracting Authority in part III C of the ESPD

By signing the ESPD, the Tenderer agrees with the applicable Exclusion grounds.

The completed and legally signed ESPD must be added to the Offer. Under the invitation to tender on TenderNed, go to 'Responses for Requirements' and then enter 'Yes' for the 'ESPD' requirement. Next, append the completed and lawfully signed ESPD as a document to your Offer.

Evidence (do not submit with the offer. Provide only once requested)

The evidence as described in Article 2.89 of the Public Procurement Act

http://wetten.overheid.nl/BWBR0032203/Deel2/Hoofdstuk23/Afdeling235/2352/Artikel289/geldigheidsdatum_19-06-2013

4.2 Suitability requirements

By setting suitability requirements, the Contracting Authority wants to determine whether, in its opinion, the Tenderer is suitable for executing the contract.

By signing the self declarations (Annex 2 and 3), the tenderer agrees with suitability requirements 5.1 (pertaining to financial and economical strength), 5.2 (pertaining to technical and professional competence), and 5.3 (pertaining to professional authority), mentioned in paragraph 5 of the concerned statement. These suitability requirements, which have a different paragraph number in the 'ESPD' for that matter, have been specified in the following paragraphs of this chapter.

See § 3.19 if the Tenderer submits an Offer in cooperation with other organisations.

Main contractor - subcontractor(s)

If the winning tenderer(s) uses one or more subcontractors to qualify for the framework agreement, then the contracting authority can ask it to produce the evidence demonstrating that it can effectively use the concerned subcontractor(s) in the execution of the contract and which part of the present contract it (potentially) wants to subcontract out. The contracting authority can also ask the winning tenderer(s) to provide a statement per subcontractor in which the concerned subcontractor indicates to be prepared to perform the specified work.

4.2.1 Financial and economic strength

By signing the 'ESPD', the tenderer states that:

- a. the tenderer has sufficient financial and economic strength in order to meet the obligations arising from the potential Agreement, if any;
- b. the Tenderer has no knowledge of any claims or no investments are necessary during the period of the execution of the Agreement which could force his organisation in such a position as to endanger the financial and economic strength or the continuity thereof;
- c. the most recently issued audit opinion (or, if applicable, a review or compilation report) does not contain a so-called 'continuity section';
- d. the Tenderer is adequately insured (professional and/or third party liability insurance) against the execution of the Contract and that, if the Agreement is concluded with the Tenderer, the latter will continue to be adequately insured for the duration of the execution of the Contract.

Evidence (do not submit with the offer. Provide only once requested)

- a. suitable banker's statement or evidence of occupational hazard insurance;
- b. the submission of balance sheets or of balance sheet extracts, if the law of the country in which the company is established requires the publication of balance sheets, or
- c. a statement concerning the total turnover and the turnover of the business activity that is the object of the government contract, for at most the last three available financial years, depending on the date of establishment or the date on which the entrepreneur began his activity, in so far as the concerned turnover figures are available.

If the information of the 'parent company/holding' is used in respect of the financial-economic strength, then the tenderer must provide a declaration from the 'parent company/holding'. This declaration must state that the parent company/holding unconditionally guarantees the obligations to be undertaken by the subsidiary and the possible debts arising from the agreement to be concluded. This declaration of the parent company/holding must be signed by a person authorised to do so.

4.2.2 Reference data (technical competence)

The Contracting Authority has set the following key competencies that correspond to experience in essential aspects of the Contract:

1. Provision of vessels and equipment, executing geophysical soil investigations, processing and comprehensive reporting for an offshore geophysical soil investigation in order to obtain high resolution geophysical information to 100 m depth that is suitable for development, engineering and installation purposes for an offshore wind farm involving the acquisition of;
 - o High resolution bathymetry data using a Multi-Beam Echo Sounder (MBES);
 - o High resolution Side Scan Sonar and Magnetometer data;
 - o High-resolution seismic data using sub-bottom profilers, single-channel boomer or sparker acquisition, and ultra-high resolution multi-channel sparker or air gun sources of power suitable for the depth of interest.
2. Execution of an investigation in which expert knowledge of the upper 100 m of the North Sea basin (seabed morphology, geology) was needed;

By signing the 'ESPD', the Tenderer declares to have executed at least one reference contract per above-mentioned key competency that fulfils the following minimum requirements:

- The object of the reference contract must be comparable with the concerned key competency:
- The reference contracts must be executed and/or completed during the past three years prior to the closing date for submitting the offer. If a not yet (fully) concluded contract is being used, then only the actually achieved results of the ongoing contract can be submitted and a forecast of the results will not suffice.
- The size of each investigated area, that is part of the object of reference, is at least 40 km².

The total of the reference contract(s) must have a minimum value of EUR 1.200,000. The value of the reference contract must exclusively concern the value for the parts that are equivalent to the service and/or delivery requested in this tender. In the case of a series of distinct, yet very comparable contracts executed within one year for the same Contracting Authority, their turnover can be added together.

The use of experience of one or more subcontractors in the references is only allowed if this subcontractor is / these subcontractors are engaged during the execution of this Agreement and the Tenderer can actually have the knowledge and experience of the relevant subcontractor(s) at his disposal and will actually use this during the execution of the Contract.

Evidence to provide with the offer

For each key competency, present a reference that fulfils the requirements set out above. If more than one key competency fulfilling the set requirements is reflected in a single reference, then you can use the same reference for those key competencies. The reference(s) must be signed by the referee (the Contracting Authority) as well as by the duly authorised person who can represent the Tenderer.

In addition, the references must also reveal that they have a minimum value of EUR 1.200,000,- in total

The Contracting Authority reserves the right to verify, if necessary, references for accuracy and completeness and to contact one or more references without intervention and/or permission from the Tenderer.

4.2.3 Quality assurance (technical assurance)

By signing the 'ESPD', the tenderer states that:

- the tenderer has a valid and certified quality assurance system for which the certificate has been issued by a certification institution recognised by the (inter)national accreditation structure, such as the European standards series EN 45000.

Or:

- that it has a quality assurance system that is at least equivalent to a certified quality assurance system. The term 'equivalent' should be interpreted as 'have the following attributes':
 - quality assurance is embedded organisation-wide (in policy), adopted by the responsible management, and promoted by that management (e.g.

- through a quality manual). That management is also responsible for the proper set-up, implementation, and control of the quality policy;
- presence and organisation-wide implementation of relevant procedures concerning services/finished products, and administration of resources and documents, in which continuous improvement is an important issue to consider;
 - presence of the internal quality cycle: measurement, analysis, and improvement of quality levels;
 - presence of a periodical independent and expert audit of compliance with the quality procedures;
 - customer-related process: there is a system to ensure that it is made clear (from the perspective of the customer) what the need of the customer is and that this need is being handled in your business processes.

If the Offer is submitted by a partnership (consortium), then each participant in the partnership must individually meet the requirements concerning quality assurance.

Evidence (do not submit with the offer. Provide only once requested)

The fulfilment of the quality assurance requirements can be demonstrated by:

- presenting the most recent audit report or a copy of the certificate(s) of a quality assurance system for which the certificate has been issued by a certification institution recognised by the (inter)national accreditation structure, such as the European standards series EN 45000.

Or:

- a description (2 A4s maximum) of your quality assurance system in which you demonstrate that this quality assurance system is at least equivalent to a certified quality assurance system. The term 'equivalent' should be interpreted as specified in the paragraph 'Quality assurance'. In your description, you must deal in more detail with the issues mentioned in that above paragraph and the description must show the equivalence.

If the Offer is submitted by a partnership (consortium), then each participant in the partnership must individually demonstrate that it meets the requirements concerning quality assurance.

4.2.4 *Environmental performance(technical competency)*

By signing the 'ESPD', the tenderer states that:

- to the extent necessary for the execution of this Contract, the Tenderer has the valid required environmental permits and complies with the prevailing environmental laws and regulations, and
- the Tenderer has an environmental management system and a valid certificate in that respect as referred to in the EMAS regulation, such as the ISO 14001 certificate in the Netherlands.

Or:

- that it has a quality assurance system that is at least equivalent to a certified environmental management system. The term 'equivalent' should be interpreted as 'having the following attributes':
 - environmental performance is embedded organisation-wide (in policy), adopted by the responsible management, and promoted by that

- management. That management is also responsible for the proper set-up, implementation, and control of the environmental policy;
- comprehensive insight in the environmental laws applicable to the business operations and the compliance with them (observed based on control/enforcement);
 - insight in where the business operations impact the environment and how to reduce this impact;
 - the presence of plans and the execution of actions to further reduce the environmental impact;
 - the presence of a periodical and independent verification of the compliance with the agreements on environmental performance;
 - the presence of reports on the compliance with the agreements on environmental performance;

If the Offer is submitted by a partnership (consortium), then each participant in the partnership must individually meet the requirements concerning environmental performance.

Evidence (do not submit with the offer. Provide only once requested)

The fulfilment of the environmental performance requirements can be demonstrated by:

- in so far as applicable, the environmental permit(s) required for the execution of this Agreement, and
- presenting a copy of a valid certificate as referred to in the EMAS regulation, such as the ISO 14001 certificate in the Netherlands.

Or:

- a description (3 A4s maximum) of your environmental management system in which you demonstrate that this system is at least equivalent to a certified environmental management system. The term 'equivalent' should be interpreted as specified in the paragraph 'Environmental performance'. In your description, you must deal in more detail with the issues mentioned in that paragraph and the description must show the equivalence.

If the Offer is submitted by a partnership (consortium), then each participant in the partnership must individually demonstrate that it meets the requirements concerning environmental performance in conformity with the above.

4.2.5 Health, safety and environment/HSE (technical competency)

By signing the ESPD, the Tenderer states that:

- the Tenderer has a valid and certified Health, Safety & Environment (HSE) management system which is certified to VCA (SCC) and/or OHSAS 18001 and/or an equivalent certificate with regard to health and safety management, for which the certificate has been issued by a certification institution recognised by the (inter)national accreditation structure;

Or:

- that the Tenderer has an Health, Safety & Environment (HSE) management system that is at least equivalent to a certified HSE system with regard to health and safety management, subject to approval by the Contracting Authority. The

term 'equivalent' should be interpreted as at least 'having the following attributes':

- health & safety standards are embedded organisation-wide (in policy), adopted by the responsible management, and promoted by that management. That management is also responsible for the proper set-up, implementation, and control of the health & safety policy;
- comprehensive insight in health and safety risks/hazards applicable to the business operations and insight in the health and safety performance (data);
- insight in where the business operations impact the health and safety risks and how to eliminate or control/reduce the health and safety risks/impact;
- the presence of a periodical and independent verification/audit of the compliance with the agreements on health and safety performance and the effectiveness of the health and safety measures;
- the presence of reports on the compliance with the agreements on health and safety performance;
- the presence of plans and the execution of actions to further reduce the health and safety risks;

If the Offer is submitted by a partnership (consortium), then each participant in the partnership must individually meet the requirements concerning HSE.

Evidence (do not submit with the Offer. Provide only upon request)

The fulfilment of the HSE requirements can be demonstrated by:

- presenting the most recent audit report or a copy of the certificate(s) of the HSE management system for which the certificate has been issued by a certification institution recognised by the (inter)national accreditation structure.

Or:

- a description of your Health, Safety and Environment (HSE) system in which you demonstrate that this system is at least equivalent to a certified HSE system with regard to health and safety management. The term 'equivalent' should be interpreted as specified in the paragraph 'Health, Safety & Environment'. In your description, you must deal in more detail with the issues mentioned in that paragraph and the description must show the equivalence.

If the Offer is submitted by a partnership (consortium), then *each participant* in the partnership must individually demonstrate that it meets the requirements concerning HSE.

4.2.6 Tools and equipment (technical competency)

By signing the ESPD, the Tenderer must declare that it has at its disposal tools and technical equipment for the execution of Work, comparable with the present Work.

Evidence (do not submit with the Offer. Provide only upon request)

The fulfilment of the tools and equipment requirements can be demonstrated by a purchase, hire, lease, or rental agreements or other evidence which show that Tenderer can use the vessel(s) and equipment (in accordance with the requirements) to execute the contract.

Provision of an independent inspection report based on 'IMCA M 189 Rev. 2, IMCA S 004

Rev. 2'

If the Offer is submitted by a partnership (consortium), then *the combination of all participants* in the partnership must demonstrate that it meets the requirements concerning tools and equipment. It is not obligatory that each participant meets all requirements concerning tools and equipment.

4.3 Extract professional or commercial register

The Contracting Authority requires the winning Tenderer to be qualified to practise its profession. Therefore, the Contracting Authority can request the winning Tenderer(s) to demonstrate that it is registered in the professional or commercial register in accordance with the regulations of the member state in which it is established, or to provide a sworn statement or a certificate. In addition, it is also necessary for the signed documents in the offer to be signed by a duly authorised representative. For this reason too, the Contracting Authority can require the winning Tenderer to demonstrate the legal validity.

Evidence (do not submit with the offer. Provide only once requested)

To be able to determine the legal validity of the signed (self-) declarations and documentary evidence, it is necessary to submit a recent (**at most six months old**, to be calculated from the closing date for the submission of the offer) extract(s) from the Commercial Register or a similar organisation in conformity with the provisions of article 2.98 of the Public Procurement Act. The extract must show the legal validity of the signer.

If the person who has signed the (self-) declarations and documentary evidence does not appear on the extract, then a statement prepared by way of power of attorney by the person who is mentioned on the extract must attest that the signer is authorised to legally bind the tenderer.

If the Offer is submitted by a partnership (consortium), then each participant in the partnership must individually submit the above.

5 Schedule of requirements

5.1 Requirements with respect to the contract

This chapter stipulates the requirements imposed by the Contracting Authority on the services or deliveries requested and on the pricing (see § 6.1). When submitting your Tender with TenderNed you must indicate whether you agree to and comply with the requirements in this chapter. This is done by going to 'Eisen beantwoorden' (Meeting requirements) and then by answering the requirement 'Akkoordverklaring' (Statement of agreement) with 'Yes'. You must then provide the Annex 'Akkoordverklaring' with a legally valid signature and enclose it as a document with your Tender.

The failure to meet one or more requirements means exclusion from further assessment and cancellation of the Offer.

5.2 Requirements with respect to the Scope of Work

1. Tenderer is willing and able to execute the 'Work' regarding the geophysical site investigations that need to be carried out under the Contract. 'Work' means all the work that the contractor is required to carry out in accordance with the provisions of the Contract including the provision of all materials, services and equipment to be rendered in accordance with these agreements. Tenderer is willing and able to execute the work in compliance with the scope of work as described in Annex 5, section IV that is part of the (draft) agreement.
2. The Work related to the investigations to be conducted will be executed in accordance with (the latest version of) the Project Execution Plan, HSE Management Plan and Project Quality Plan produced by Contractor and subject to approval by the CLIENT, unless the CLIENT has given permission in writing to do otherwise.

5.3 Requirements with respect to Vessel(s) and equipment

Materials and equipment or parts thereof provided by the Tenderer must be of good quality and workmanship and fit for the intended purpose.

3. Requirements survey vessel(s):
 - a. Vessel(s) should have as a minimum approximately a length overall of 40 metres and a beam of 10 metres and must be capable of undertaking the Work as specified in the Scope of Work. It is up to the tenderer to propose to engage one or two vessels; It is not allowed to engage more than two vessels.
 - b. Vessel(s) must be capable of continuous operation during 7 days a week, 24 hours a day;
 - c. Vessel(s) must have adequate capacity and facilities for:
 - i. Accommodating (berths and work space) for both marine and survey crews including two Client Offshore Representatives for working in two 12 h shifts per day;
 - ii. onboard QC and all required processing of survey data;
 - iii. storage and bunkering capacity for spares, consumables, fuel etc.

- iv. comply, as a minimum, to the code of practise for workboats as specified in IMCA M 189 Rev. 2. (contractor must submit prior to mobilization an independent inspection report that includes 'Checklist Based on Approved Code of Practice for Workboats' as specified in IMCA M 189 Rev. 2, IMCA S 004 Rev. 2'. This inspection report should not be older than six months and all items in the checklist are answered with 'Yes' or 'N/A'.)
- 4. Requirements equipment:
Equipment for the performance of MBES, SSS, magnetometer and seismic surveys as described in the Scope-of-Work, including an appropriate spares inventory, should be deployed ready for use on the survey vessel.
- 5. Compliance requirements:
The vessel(s) and equipment used for the purpose of executing the Work must comply with the specifications that are included in the Offer of the contractor. Variations in vessel(s), tools and equipment with respect to those proposed in the bid after commencing the Contract is subject to approval by CLIENT. Any variation must as a minimum provide the same or better quality and/or performance than the vessel(s), tools and equipment included in the Offer. Variations must therefore need to fulfil the requirements listed in chapter 5.3 and assessment of the variation according to the relevant preferences in chapter 6.5 must be compliant with the awarded score of the original Offer. For performance of an alternative vessel, CLIENT will assess if the size, workability, sailing characteristics and possibilities to deploy equipment are equal or better.

5.4 Requirements with respect to personnel

All personnel involved with the execution of the offshore geophysical survey activities (data acquisition, data processing, interpretation and reporting) must have:

- contributed to at least one relevant offshore geophysical survey) using the equipment (including software) proposed here. If equipment or software is new, expertise with an equivalent together with appropriate training prior to survey is required, and if this is mission critical then details and proof of training should be required.
- been trained for working in the offshore environment as demonstrated by their CV's
- (medical) certificates valid for the duration of the contract, to perform work in the Dutch North Sea, including as a minimum BOSIET (Basic Offshore Safety Induction and Emergency Training) or equivalent
- a working permit (the right to work in the investigation area of HKW) valid for the duration of the contract
-

Variations in personnel to those proposed in the bid after commencing the Contract is subject to approval by CLIENT. Any variation must as a minimum provide the same or better qualifications and experience as proposed in the Offer.

5.5 Requirements with respect to cycle times

By completing the Annex 4 (Cycle times and Prices/rates) of this tender document Tenderer provides a specification of maximum cycle times (terms) that apply to relevant parts of executing the Work, excluding standby time as a result of weather conditions.

Offers with Cycle times higher than 78 days will be set aside by the Contracting Authority and will not qualify for award of the Contract.

5.6 Requirements with respect to the prices/rates

By completing the Annex 4 (Cycle times and Prices/rates), Tenderer gives an overview of all maximum prices and rates (also: schedule of rates) for executing the work under the agreement. Bandwidths will not be accepted. The offered prices and rates are excluding VAT.

The offered (maximum) prices and rates comply with the conditions as laid down in the provisions of the Contract, including II, III, IV, V and VI

Prices higher than EUR 5,500,000 will be set aside by the Contracting Authority and will not qualify for award of the Contract.

6 Schedule of preferences

6.1 Preferences with respect to the contract

This chapter includes the preferences. A preference is an award sub-criterion, based on which points can be awarded to an Offer. Preferences also include questions asked by the Contracting Authority within the scope of the execution of the Contract.

It is important that Tenderer's Offer conforms with the preferences (and questions) of the Contracting Authority. Moreover, when answering the questions, you must take into account the requirement set out in Chapter 5.

Tenderer must enclose the answers and the reactions to the preferences as a legally signed document or collection of separate documents with the Offer. Tenderer can do so in TenderNed by clicking on 'Gunningscriteria beantwoorden' (Answering award criteria) and then add the document(s) per sub-award criteria under the tab 'Documenten' (Documents).

In case you wish to submit a Variant in addition to your first Offer, please attach the second Offer also under the tab 'Documenten' but clearly state 'Offer 1' and 'Offer 2' on the documents, or another distinguishing name.

It is possible to copy documents if your answer to a certain (sub) preference is the same in Offer 1 and Offer 2, however it is not allowed to refer to Offer 1 in Offer 2 or vice versa. When submitting two Offers, please make sure that they are each individually complete.

When completing the requested prices/rates, Tenderer must use and comply with the tables/structure as provided in the Annex IVAnnex 'Cycle times and Prices/rates'. Moreover, Tenderer must take into account the requirements set out in that respect in Chapter 5 (Schedule of requirements) in relation to this.

The preferences are listed in the table below. Moreover, the maximum number of points that can be obtained for each sub-preference are listed in the table below.

Paragraph number	Subject	Maximum number of points to be obtained
§ 6.2	Preference with respect to Project documentation	25
	<i>Project Execution Plan</i>	10
	<i>Project HSE management plan</i>	5
	<i>Project Quality Plan</i>	10
§ 6.3	Preference with respect to Qualifications of personnel	15
	<i>Level of education</i>	5
	<i>Number of surveys performed</i>	5
	<i>Experience in role</i>	5
§ 6.4	Preference with respect to Vessel(s), equipment and team	35
	<i>Vessel(s)</i>	15

	<i>Equipment</i>	<i>15</i>
	<i>Team composition</i>	<i>5</i>
§ 6.5	Preference with respect to Cycle times	10
§ 6.6	Preference with respect to Prices/rates	15
		100 (total)

For each preference in §§ 6.2, 6.3, 6.4 and its preferences a minimum of 60% of the maximum number of points should be obtained. Offers which do not meet this requirement may be set aside by the Contracting Authority and may not qualify for award of the Contract.

At most 100 points can be obtained when answering the preferences/questions.

6.2 Preferences with respect to Project Documentation

Tenderer is requested to provide project documentation detailing Tenderer’s approach regarding the execution of the works, consisting of (at least) a Project Execution Plan (PEP), a Project HSE Management Plan and a Project Quality Plan (PQP). The contents of the required project documentation HKN Wind Farm Zone are detailed in Contract Annex 5, sections IV, V and VI.

The assessment of the project documentation will be based on the PEP, HSE document and PQP only. Therefore, the Tenderer is requested to include all necessary project information in these documents. It is advised not to include other documents in the proposal in order to prevent that relevant information is not taken into account in the assessment. Also, we recommend to minimise repetition of text across documents to ensure consistency.

Maximum number of points to be obtained	Assessment criteria
10	<p><u>Project Execution Plan</u></p> <p>The Project Execution Plan is judged by assessing the following aspects jointly for the extent to which:</p> <ul style="list-style-type: none"> • The Project Execution Plan includes a project specific description of the elements as required to be included under the provisions of the Contract, including Annex 5, Sections VI & VI; • A comprehensive inventory of the risks that have an impact on the project management aspects (e.g. scope planning, financial aspects) of the works has been made and the identified risks are worked out completely/comprehensively (all relevant aspects as required by Annex 5, Section V are included) and the defined risks/activities are relevant; • The project execution plan is detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related); • The suggested cycle times as specified in Annex 4 are realistic and substantiated in relation to the site conditions and proposed vessels and equipment. • The investigation data processing, analysis, interpretation and reporting methodologies are outlined to demonstrate

	<p>compliance with the Scope of Work.</p> <ul style="list-style-type: none"> • The survey design, line plan and acquisition set-up have been thoroughly worked out and demonstrate that the survey objectives will be achieved in an efficient manner. • The survey design and vessel(s) configuration are optimised for efficient data acquisition while avoiding interference between simultaneously deployed sensors) and are described in adequate detail to demonstrate this. • The deliverables are outlined in sufficient detail to demonstrate compliance with the Scope of Work.
5	<p><u>Project HSE Management Plan</u> This Project HSE Management Plan is judged by assessing the following aspects jointly for the extent to which:</p> <ul style="list-style-type: none"> • The Project HSE Management Plan includes a project specific description of the elements as required to be included under the provision of the Contract, including Annex 5, Section V; • A comprehensive inventory of the risks that have an impact on Health, safety and/or environment aspects of the survey works are worked out completely/comprehensively (all relevant aspects as required by Annex 5, Section V are included) and the defined risks/activities are relevant; • The project HSE Management plan has been detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related).
10	<p><u>Project Quality Plan</u> This Project Quality Plan is judged by assessing the following aspects jointly for the extent to which:</p> <ul style="list-style-type: none"> • The Project Quality Plan adequately includes a project specific description of the elements as required to be included under the provision of the Contract, including Annex 5, Section VI; • A comprehensive inventory of the risks that lead to a lower data quality or risks that have an impact on the quality of the deliverables of the survey has been made and the identified risks are worked out completely/comprehensively (all relevant aspects as required by Annex 5, Section V are included) and the defined risks/activities are relevant; • The project quality plan has been detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related); • The Project Quality Plan specifies raw data quality control procedures, positioning/navigation quality control procedures, instrument calibration procedures, interpretation quality control/cross-checking procedures, and reporting and deliverables quality control and the proposed procedures are adequate; • The Project Quality Plan specifically includes a description how the results of the individual measurements will be compared and integrated into the overall ground model during the interpretation stage. • The Project Quality Plan details specifically the quality control of processing the seismic data. In the case subcontractors are involved and/ or the processing is executed at different premises and/or different business units it must be specified

	how data quality and consistency will be assured. It is preferred if seismic data processing occurs onboard by qualified personnel with significant experience with the proposed equipment.
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6.3 Preferences with respect to qualifications personnel

Tenderer is requested to provide an overview of key personnel for both the onshore and offshore teams that are allocated to this Work.

Client requests the following information of tenderer as a base for the assessment:

- CV’s of all proposed key personnel. Not providing these CV’s will lead to a 0% score for these persons.
- Qualifications and experience of the total pool of key personnel that could be designated to the project team over the whole duration of the works. **Please note that all key personnel that Contractor wishes to deploy for the execution of the works (onshore & offshore) shall be included in this pool. This means that both designated project team members and possible replacements / backups shall be added to this pool.**
- Key personnel to be included as a minimum:
 - Project manager onshore;
 - Party chief;
 - Lead Geophysicist
 - Surveyors;
 - Geophysicists;
 - Data processors;
 - Lead onshore Engineer
 -

The assessment will be based on following three sub criteria:

- Education
- Number of surveys performed
- Experience in role

Maximum number of points to be obtained	Assessment criteria
5	<p><u>Education</u></p> <p>Tenderer shall specify the overall level of education and training of the key personnel by stating (both designated and replacements/back-ups team members):</p> <ul style="list-style-type: none"> • The EQF level of the person • Followed training/courses relevant for carrying out the specific tasks for which the person is lined up
5	<p><u>Number of surveys performed</u></p> <p>Tenderer shall specify the number of surveys to which the key personnel has contributed (either in his/her current key role or in one of the other key roles):</p> <ul style="list-style-type: none"> • For key personnel involved with MBES/SSS/MAGN surveys: <ul style="list-style-type: none"> ○ The number of geophysical surveys* to which the person has contributed. • For key personnel involved with SCSP/MCSP surveys: <ul style="list-style-type: none"> ○ The number of shallow (seabed down to 100m) geological characterization surveys** to which the person has contributed.

Maximum number of points to be obtained	Assessment criteria
	<p>* Carried out with the equipment similar to the equipment proposed by tenderer for this survey</p> <p>** Involving high-resolution seismic surveying using sub-bottom profilers, single-channel boomer or sparker acquisition, and ultra-high resolution multi-channel sparker or air gun sources of power suitable for the depth of interest and the processing of the resulting data.</p>
5	<p><u>Experience in role</u> Tenderer shall specify the number of years that the person is active in the role for which he/she is proposed for this survey.</p>
	Provide the information for 1, 2 and 3 in Annex 7a

6.4 Preferences with respect to Vessel(s), equipment and team composition

Tenderer is requested to provide an overview of the vessel(s), the survey equipment and the team(s) that is/are proposed for carrying out the surveys within the scope of the agreement. CLIENT aims that the Work is executed with state of the art vessel(s) and equipment.

Maximum number of points to be obtained	Assessment criteria
15	<p><u>Survey Vessel(s)</u> This criterion is judged by assessing the following aspects jointly for the extent to which:</p> <ul style="list-style-type: none"> • Vessel(s) suitability. A dedicated low-noise geophysical survey vessel(s) with appropriate set up [e.g. a range of towing locations/methods, A-frame(s), propeller noise mitigation] is strongly preferred. • Vessel equipment suitability (including positioning and navigation equipment suitability for high vertical and horizontal accuracy data acquisition). • Vessel capability to allow for the envisaged survey equipment to be deployed (parallel) with minimum of disturbances, compromise or interference; • Vessel(s) with already mobilised and ready to use (working and tested) equipment are preferred; • Vessel stability to ensure good data quality acquisition within workable limits;
15	<p><u>Survey equipment</u> This criterion is judged by assessing the following aspects jointly for the extent to which:</p> <ul style="list-style-type: none"> • The proposed survey equipment (MBES / SSS / MAGN / SBP / SCS / MCS (see Annex 5 Section IV Scope of Work regarding definitions equipment)) for carrying out the surveys within the scope of the agreement is suitable and effective, also considering the wind farm site characteristics and anticipated operational characteristics; • Availability of spare equipment MBES / SSS / MAGN / SBP

Maximum number of points to be obtained	Assessment criteria
	/ SCS / MCSto Contractor in case of breakdowns.
5	<p>Team composition per vessel combination</p> <p>This criterion is judged by assessing the following aspect for the extent to which:</p> <ul style="list-style-type: none"> The composition of the teams as a whole covers the knowledge and experience needed for the execution of the work. The assessment will be based on the description and motivation of the team composition. For each of the project team members designated to a vessel team or the onshore management team, tenderer shall include a motivation why the specific person has been assigned for the role in the specific team and specify this in Annex 7c. This motivation shall elaborate on: <ul style="list-style-type: none"> Experience and expertise with the task; Familiarity with the other team members; Familiarity with the vessel; Familiarity with the equipment, including software and data processing.
	Provide the information for 1, 2 in Annex 7b and the information for 3 in Annex 7c

6.5 Preferences with respect to Cycle time for the work

Tenderer is requested to complete the cycle time format in Annex 4, in which Tenderer specifies the maximum cycle times (terms) that apply to relevant parts of executing the Work excluding Waiting On Weather as a result of weather conditions. The virtual 'offshore completion date', as referred to in this criterion, is only used for assessment purposes with regard to this tender. This value is automatically calculated based upon the specified limiting operational conditions of vessel and equipment in combination with the persistence tables for the current site.

Maximum number of points to be obtained	Assessment criteria
10	<p><u>STARTING DATE / CYCLE TIME CRITERION</u></p> <p>The difference (number of calendar days) between the offshore completion date and the desired date set by CLIENT, November 15, 2018, excluding the Waiting on Weather days, as referred to in this criterion, is used for assessment purposes. This difference in calendar days is referred to as 'D'.</p> <p>To determine the score of the Tenderer, the following tranches and corresponding formulas are used:</p> <p>A. D has a negative value until 0 days: score = 10 points;</p> <p>B. D between 0 days and 30 days: a score between 0 and 10 points, for which the score = $10 - (D/30 * 10)$;</p> <p>C. D higher than 30 days: score = 0 points .</p>

6.6 Preferences with respect to prices/rates

Tenderer is requested to complete the schedule of rates and prices format in Annex 4, in which Tenderer specifies the maximum prices and rates that apply to relevant parts of executing the Work. The virtual 'total price', as referred to in this criterion, is only used for assessment purposes with regard to this tender and will have no meaning during the agreement. The prices and rates are excluding VAT.

Maximum number of points to be obtained	Assessment criteria
15	<p>The Tenderer provides all relevant (maximum) prices and rates in Annex 4. By using the relative weightings / virtual quantities as defined by the Contracting Authority in ANNEX 4, a virtual 'total price' is calculated (also referred to as virtual 'contract price' or virtual 'total costs'). This virtual total price, is referred to as 'P'.</p> <p>To determine the score of the Tenderer, the following tranches and corresponding formulas are used:</p> <p>A. P lower than € 2,000,000: score = 0 points;</p> <p>B. P between € ,2000,000 and € 5,500,000: a score between 0 and 15 points, for which $score = 20 - (20/(5,500,000 - 2,000,000))*(P - 2,000,000);$</p> <p>1.1. C. P higher than € 5,500,000: score = 0 points and exclusion of the Offer</p>

6.7 Award methodology

It is indicated in the preferences which assessment criteria will be applied and what the *maximum* number of points is to be awarded per criterion. This allows Tenderer to derive which points for attention of a preference are very important and which are less important. The members of the assessment team will use the following scale in the assessment of the mentioned criteria for preferences 6.2, 6.3 and 6.4.

Assessment of quality

Quality response	Percentage of maximum number of points to be obtained per preference
Excellent, with added value	100%
Very good, with some added value	90%
Good	80%
Very satisfactory	70%
Satisfactory	60%
Mediocre	50%
Not satisfactory	40%
Very unsatisfactory	30%
Poor, not satisfactory at all	20%
Very Poor, not satisfactory at all	10%
No results	0%

7. Annexes

The following annexes form an integral part of this tender document. They have been included separately with the tender document.

- Annex 1 Complaints procedure
- Annex 2 European Single Procurement Document (ESPD)
- Annex 3 Statement of approval
- Annex 4 Cycle times and Prices/rates
- Annex 5 Draft agreement, including all sections:
 - (I) Draft Agreement
 - (II) a: Conditions of Contract
b: Conditions of Contract (compared with LOGIC)
 - (III) Remuneration
 - (IV) Scope of Work
 - (V) Health Safety & Environment
 - (VI) Quality and Administrative instructions and Requirements. Zip file including:
 - Template-Contractor-Technical-Query
 - Template-Variation-Request form
 - Template-Variation-Proposal form
 - Template Document Review Form
 - (VII) Starting Points and Assumptions. Zip file including:
 - GIS Map (MPK-file)
 - Persistence tables
- Annex 6 Factsheet – Digital tendering for a public contract in six steps through TenderNed
- Annex 7 Qualifications of key project members
- Annex 8 List of reference Contracts