



## **Tender Document**

**Invitation to tender in accordance with  
the European open procedure for the  
performance of**

**Geotechnical Survey and Ground Model for  
Ten Noorden van de Waddeneilanden  
Wind Farm Zone (TNWWFZ)**

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## Definition of terms

CLIENT	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, in this represented by the Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO.nl)
COMMENCEMENT DATE WORK	The date that the WORK will start, regardless of the date the agreement is signed.
Contract	The written agreement between the CLIENT and the CONTRACTOR in which the conditions of the assignment are recorded.
CONTRACTOR	The party with whom the CLIENT concludes the Contract.
Data processing Agreement	An agreement signed by the CLIENT and the CONTRACTOR concerning the processing of personal data by the CONTRACTOR.
European Single Procurement Doc.	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy – will serve as process manager during this tendering process.
LOGIC	The General Conditions of Contract - LOGIC General Conditions of Contract for Services (On- and Off-shore) Edition 3 – March 2014.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Public Procurement Act	The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> )
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender Document	This document and all of its annexes.

Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
TNWWFZ	Ten Noorden van de Waddeneilanden Wind Farm Zone
Variant	A possible second Tender of Tenderer based on the same requirements and preferences set out in Chapter 3, 4 and 5 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.

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the for the performance of Geotechnical Survey (Lot 1) and Ground Model (Lot 2) for the Ten Noorden van de Waddeneilanden Wind Farm Zone.

You are hereby invited to submit a Tender based on this Tender Document.

## 1.1 CLIENT and IUC-EZK

This tendering process is being conducted on the instructions of The Netherlands Enterprise Agency (RVO.nl). IUC-EZK will act as process manager during this tendering process.

The Netherlands Enterprise Agency 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. RVO.nl works at the instigation of ministries and the European Union.

The RVO.nl is part of the Ministry of Economic Affairs and Climate Policy.

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

More information about RVO.nl can be found on: <https://www.rvo.nl/> and <https://english.rvo.nl/>.

## 1.2 Reason for this invitation to tender

As part of its climate goals, the Dutch Government aims to have 49 TWh/a offshore wind energy feeding into the grid by 2030. This equals ~40% of the current Dutch electricity consumption. The roadmap to achieve this goal sets out a schedule of tenders, with each tender offering 700 MW or 1,000 MW of development during in the period 2015 – 2025.

The wind farms will be built in designated Wind Farm Zones. Wind farms outside these Wind Farm Zones are prohibited. Within the designated Wind Farm Zones the government defines the specific sites where wind farms can be constructed using a so-called Wind Farm Site Decision ('Kavelbesluit'). This Wind Farm Site Decision contains all conditions for building and operating a wind farm on that specific site.

The Dutch Government provides comprehensive site data and Dutch transmission system operator TenneT TSO B.V. is responsible for grid connection.

Developers can apply in tenders for the permits to build and operate a wind farm according to a Wind Farm Site Decision. Winners of these permit tenders will be granted a permit and a grid connection to the main land. RVO.nl is responsible for the site data, which can be used for the preparation of bids for these tenders.

RVO.nl and TenneT TSO B.V. have started preparations for the next Wind Farm Zone to be developed under the 2030 roadmap, Ten Noorden van de Waddeneilanden (TNWWFZ). The Government foresees 700MW 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 8.

RVO.nl has been requested to prepare and collect all 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 about 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 or two Tenderers who is/are able to carry out the geotechnical survey required to obtain the soil information at TNWWFZ and to develop a ground model of the TNWWFZ. This soil information will be made available to all potential bidders for offshore wind farms in the Netherlands.

This tender is divided into two lots. For each lot the CLIENT wishes 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(s), as well as the services/products to be performed/delivered by the CONTRACTOR(s), must fulfil the terms and conditions to be set by the CLIENT and specified in this Tender document.

### **1.3 Time schedule**

The schedule below applies to this tendering process.

9 <sup>th</sup> of October 2019	Issuing of publication, start of tendering period.
18 <sup>th</sup> of October 2019, 14.00 hrs PM CEST	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and all annexes related to this invitation to tender.
21 <sup>st</sup> of October 2019	Issuing of Memorandum of Information
18 <sup>th</sup> of November 2019, 14.00 hrs PM CET	Deadline for the receipt of Tenders
18 <sup>th</sup> of November 2019 up to and including the 10 <sup>th</sup> of December 2019.	Assessment of Tenders
29 <sup>th</sup> of November 2019	Tenderers to provide Letter of Confirmation of availability of personnel, vessels and equipment (only for Lot 1).
11 <sup>th</sup> of December 2019	Announcement of the award of the Contracts.
8 <sup>th</sup> of January 2020	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
8 <sup>th</sup> of January 2020	Deadline for the winning Tenderer to provide the evidence requested by the CLIENT.
14 <sup>th</sup> of January 2020	COMMENCEMENT DATE WORK

If – in the opinion of the CLIENT – circumstances provide cause to do so, the CLIENT is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

## **2. Description of assignment**

### **2.1 Description and objective of the assignment**

This tender is divided into two lots. Lot 1 contains a seabed CPT campaign and executing a boreholes campaign inclusive of laboratory test. Lot 2 contains the development of a ground model. See Scope of Work (Annex 6 - Contract Section V) for further details of both lots.

A Tenderer can submit a Tender for one or two lots and can therefore be awarded both lots.

Details on the WORKS 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 but not limited to:

- Annex [6] - Section I - Draft Agreement/Contract
- Annex [6] - Section II – Draft Data Processing Agreement – Lot 2
- Annex [6] - Section IIIa – Conditions of Contract
- Annex [6] - Section IIIb – Conditions of Contract – Comparison with standard LOGIC
- Annex [6] - Section IVa – Remuneration – Lot 1
- Annex [6] - Section IVb – Remuneration – Lot 2
- Annex [6] - Section V - Scope of Work
- Annex [6] - Section VIa - HSE Requirements – Lot 1
- Annex [6] - Section VIb - HSE Requirements – Lot 2
- Annex [6] - Section VII – Quality Requirements & Administrative Instructions

The objective of the geotechnical survey and ground model is to improve the geological and geotechnical understanding of the TNWWFZ and to obtain geotechnical information on this location, which is suitable to progress the design and installation requirements for offshore wind farms, including, but not limited to foundations and cables.

### **2.2 Lots**

The invitation to tender has been divided into the following lots:

- Lot 1 contains a seabed CPT, borehole campaign and lab testing programme;
- Lot 2 contains the development of a ground model.

Tenderers can register for multiple lots and can therefore also be awarded multiple lots.

### **2.3 Description and objective of Geotechnical Survey (Lot 1)**

The geotechnical survey must provide relevant information about the soil to a depth below which the possible existence of weak formations will not influence the safety or performance of the wind turbines and their support structure. In addition, the geotechnical survey must provide high resolution information regarding the shallower soils as input for cable burial and morphodynamic assessments.

The laboratory test programme for determination of soil strength and deformation properties shall cover a set of different types of tests and a number of tests of each type, which will suffice to carry out a preliminary foundation design and to establish a design basis for the detailed foundation design.

The objective of the survey and laboratory testing programme is to:

- Determine the vertical and lateral variation in seabed conditions;
- Provide relevant geotechnical data for the design of the TNWWFZ, including, but not limited to foundations and cables;

The geotechnical survey of the TNWWFZ consisting of a combination of sampling with subsequent laboratory testing and in situ testing, should include, but not be limited to stiffness and damping parameters for all important layers:

- Description and index classification



- Strength parameters
- Deformation properties
- Permeability
- In-situ stress conditions

Previous geotechnical works in the Hollandse Kust Wind Farm Zone can be seen as a reference, deliverables of these works can be found on [offshorewind.rvo.nl](http://offshorewind.rvo.nl).

## **2.4 Description and objective of Ground Model (Lot 2)**

The gained soil parameters (Lot 1) and the information gathered through the geophysical soil investigation provided by the Client shall cover the scope required for a preliminary wind turbine foundation design and to give basic details for a detailed foundation design, including lateral extent of significant soil layers, and the associated lateral and vertical variation of soil properties in these layers. The ground model resulting from the geophysical study provided by the Client is to be verified and updated by results from this geotechnical study.

The provided Geophysical data will consist of:

- ~2100 km of 2D Geophysical Survey, acquired with: 2D UHRS, MBES, SSS, MAG and SBP
- ~525 km of 3D Geophysical Survey, covered in 139 survey lines, acquired with: 3D UHRS and MBES.

For information purposes only the Contractor can gather further insights of the Geophysical Survey TNWWFZ specification on: <https://www.tenderned.nl/tenderned-tap/aankondigingen/160927>.

The objective of the development of the Ground Model is to:

- Further develop the geological / geophysical model for the TNWWFZ;
- Update the findings of the geological desk study, geophysical survey and provide a detailed geological and geotechnical model of the site.
- Develop an Integrated Ground Model (IGM)

The Integrated Ground Model shall show interpolated soil profiles for arbitrary coordinates within the wind farm zone and shall contain characteristic values of geotechnical parameters for tendering and preliminary pile foundation design (focusing on a monopile foundation design) based on all available survey data, laboratory test results (lot 1) etc.

Previous Ground Models, made for the Hollandse Kust Wind Farm Zone can be seen as a reference, deliverables of these works can be found on [offshorewind.rvo.nl](http://offshorewind.rvo.nl).

## **2.5 Contract Period**

Please find all the key dates in Annex 4a and b.

## **2.6 Scope of the assignment**

The offshore works have to be executed in the Ten Noorden van de Waddeneilanden Wind Farm Zone. It is envisaged that around 760 MW of wind energy will be installed in the Ten Noorden van de Waddeneilanden Wind Farm Site. The size of Investigation Area (IA) for the Geotechnical Survey is approximately 86 km<sup>2</sup>. The size of the Investigation Area (IA) for the Ground Model is approximately 120 km<sup>2</sup>. The currently anticipated quantities of survey and laboratory tests are specified in Annex 4a. The quantities should be considered indicative. The CLIENT will adjust these in accordance with the provisions in the Contract, once the geophysical data and a draft Borehole and CPT plan becomes available.

The CLIENT has estimated a total contract value of EUR 9,500,000 (exclusive of VAT) for lot 1 and EUR 500,000 (exclusive of VAT) for lot 2.

The estimated value is an indication from which no rights can be derived. This Tender Document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract and/or the number of Participating Party/Parties may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the CLIENT's expansion or contraction resulting

from this, or changes to the CLIENT's position within the government or to the targets that must be met. In the event such circumstances occur, the CLIENT will consult with the CONTRACTOR.

The CLIENT wants to explore the concept of co-creation in the project. This means that new working forms between CONTRACTOR and CLIENT will be explored. In this context, specifically the definition of the BH/CPT plan and in the development of the ground model new working forms between the CONTRACTOR(s) and the client will be explored and tested.

## **2.7 Variants**

To create flexibility for Tenderers and in order to stimulate innovation, CLIENT has decided to admit Variants in this tender procedure. The Tenderer, both for Lot 1 and Lot 2, is allowed (but not obliged) to submit a (one) variant in addition to a Tender. The first Tender as well as the Variant (the second Tender) should be in conformity with ALL requirements stated in Chapters 3 and 4 of this Tender Document. The first Tender as well as the second Tender will be assessed according to the award criteria (Preferences) listed in Chapter 5. The reason for this procedure is to provide an opportunity for tenderers to provide a Tender with enhanced quality or innovative instrumentation besides an Tender with more conventional characteristics. In a Variant Tender, tenderers are allowed to Tender alternative or innovative solutions which could intentionally deviate from requirements as defined in the documents included in Annex 6, while being fully compliant with the objectives of the works. 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 CLIENT shall decide at his own discretion whether the second Tender can be considered compliant with the objectives of the works before it will be assessed according to the award criteria (Preferences) listed in Chapter 5. In case the second Tender is considered not compliant with the objectives of the works the Tender may be put aside and excluded from further assessment.

### 3. Requirements to this assignment

This section includes the requirements set by the CLIENT concerning the requested services and the prices and rates.

**By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements may result in your Tender being disqualified from the assessment process and therefore you are eliminated from contention.**

#### 3.1 Requirements with respect to the Scope of Work (Lot 1 and Lot 2)

- 3.1.1** Tenderer is willing and able to execute the WORK regarding the geotechnical survey and ground model that need to be carried out under the Contract including the Scope of Work.

#### 3.2 Requirements survey vessel(s), equipment and offshore personnel (Lot 1)

- 3.2.1** Materials and equipment or parts thereof provided by the Tenderer must be of good quality and workmanship and fit for the intended purpose.
- 3.2.2** The vessel(s) must fulfil all requirements in accordance with the national and international provisions and conventions applicable in each case at the place of performance, including the IMO Convention (for example SOLAS, ISM, MARPOL and STCW). This must be substantiated with valid certificates for vessels, crew and (anchoring-, crane-, lifting-, lifesaving-, firefighting-, etc.) equipment. Certificates must be valid until 3 months after end of the WORK, at a minimum.
- 3.2.3** Vessel(s) (at least Dynamic Position System 2 (DP2)) must be capable of undertaking the WORK as specified in the Scope of Work. Vessel(s) should have as a minimum a length overall of 70 (+/- 1 m) metres and a beam of 16 metres (+/- 0.5 m), to be sufficiently fit for purpose.
- 3.2.4** Tenderers can include a maximum of four (4) vessels in Annex 3a– section II. Tenderer needs to select in Annex 3a– section II which of these vessels is foreseen to be deployed. This shall be confirmed by means of a Letter of Confirmation (Annex 5) on the 29<sup>th</sup> of November 2019. It is not allowed to deploy more than four vessels for Lot 1.
- 3.2.5** Vessel(s) must be capable of continuous operation of 7 days a week, 24 hours a day.
- 3.2.6** Vessel(s) must have adequate capacity and facilities for:
- Accommodating (berths and work space) for both marine and geotechnical survey crews including Client Offshore Representatives for working in two 12 h shifts per day;
  - storage and bunkering capacity for spares, consumables, fuel etc;
  - onboard QC and processing of survey data.
- 3.2.7** Vessel(s) must comply, as a minimum, to the code of practise according to IMCA guidelines (CONTRACTOR must submit prior to Start of Mobilisation an independent inspection report/audit that fulfils the corresponding IMCA guideline for the used vessel category and have been passed successfully. This inspection report should not be older

than six (6) months before Start of Mobilisation and all items in the checklist are answered with 'Yes' or 'N/A'.)

- 3.2.8** Equipment for carrying out seabed testing (CPT including dissipation tests or seismic tests, in situ thermal conductivity testing and vibrocoring) should be ready to use on the survey vessel(s).
- 3.2.9** Equipment for carrying out drilling, downhole sampling and PCPT, SCPT, vibrocoring and offshore laboratory tests should be ready to use on the survey vessel(s);
- 3.2.10** Equipment for carrying out standard and advanced (dynamic/cyclic) laboratory testing should be ready in an onshore lab facility.
- 3.2.11** Variations in vessel(s), tools and equipment with respect to those proposed in the bid after commencing the Contract is subject to prior written 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 Tender. Variations must therefore need to fulfil the requirements listed in chapter 3.2 and assessment of the variation according to the relevant preferences in paragraph 5.2.3 and 5.3.3 must be compliant with the awarded score of the original Tender. For performance of an alternative vessel Client will assess if the size, workability, sailing characteristics and possibilities to deploy equipment are equal or better.
- 3.2.12** All personnel intended to work offshore should be trained appropriately for working in the offshore environment and have (medical) certificates valid (valid till three (3) months after completion of Offshore Survey Work) to perform work in the Dutch North Sea, including as a minimum BOSIET (Basic Offshore Safety Induction and Emergency Training) or similar. The personnel used for the purpose of executing the WORK must comply with the specifications that are included in the Tender of the CONTRACTOR.
- 3.2.13** Variations in personnel to those proposed in the bid after commencing the CONTRACT is subject to prior approval by Client. Any variation must as a minimum provide the same or better qualification as proposed in the Tender.
- 3.2.14** Not more than 20 persons can be specified per group in Annex 3a – Section I.

### **3.3 Requirements with respect to personnel (Lot 2)**

- 3.3.1** Not more than 10 persons can be specified per group in Annex 3b – Section I.

### **3.4 Environmental requirements (Lot 1)**

- 3.4.1** The Tenderer has the valid required environmental permits and complies with the prevailing environmental laws and regulations.

### **3.5 Requirements with respect to cycle times (Lot 1 and Lot 2)**

- 3.5.1** By completing the Annex 4a (Lot 1) 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.
- 3.5.2** By completing the Annex 4b (Lot 2) of this tender document Tenderer provides a specification of maximum cycle times (terms) that apply to relevant parts of executing the WORK.

### **3.6 Requirements relating to the prices/rates**

- 3.6.1** The Tenderer will provide an overview of the maximum prices and rates applicable to this assignment by filling in appendix 4a and/or 4b.
- 3.6.2** The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.6.3** Indexing of the rates for any already issued further assignments specified within the Contract is not permitted.
- 3.6.4** The Tenderer will not submit any zero or negative prices/rates.
- 3.6.5** Bandwidths will not be accepted.
- 3.6.6** The offered prices and rates are excluding VAT.

### **3.7 Tax-related requirements**

- 3.7.1** The Tenderer indemnifies the CLIENT against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.7.2** The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU, for example work outside the 12 NM-zone;
  - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
  - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.7.3** If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the CLIENT within twenty calendar days of the request to do so.
- 3.7.4** The Tenderer is liable for any extra costs for Dutch and/or foreign VAT due if the Tenderer incorrectly charges no VAT or an incorrect amount of VAT to the CLIENT. If applicable, the Tenderer is liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the CLIENT procures a service from a foreign business and Dutch tax law considers the WORK to have been performed in the Netherlands, then the CLIENT is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.7.5** The Tenderer guarantees that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.7.6** The Tenderer indemnifies the CLIENT against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

### **3.8 Invoicing requirements**

- 3.8.1** Payments will be performed based on the requirements described in:
- Annex 6 – Section IVa – Remuneration – Lot 1, and
  - Annex 6 - Section IVb – Remuneration – Lot 2.
- 3.8.2** Payment of the final 20% of Lot 1 shall become payable after completion and approval of all deliverables in Lot 1. This 20% retention does not apply to the dissemination activities (e.g. webinar, PSD) and the answering of additional market questions. Those activities will be paid for after they are fulfilled.
- 3.8.3** Payment schedule for Lot 2 is defined in Annex 6 – Section IVb – Remuneration Lot 2. The payment of the final 50% of Lot 2 shall become payable after completion and approval of all deliverables in Lot 2. This does not apply to the dissemination activities (e.g. webinar, PSD) and the answering of additional market questions. Those activities will be paid for after they are fulfilled.
- 3.8.4 For companies established in the Netherlands only**  
E-invoicing  
The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:

- The invoicing portal of the Dutch government
  - Link with Digipoort
  - E-invoicing with your own (accounting) software package through Simplerinvoicing
  - E-invoicing through a service provider.
- See Annex 9 "Brochure e-factureren".

**For companies not established in the Netherlands**

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands. The invoices must be send to [Energie.roermond.facturen@rvo.nl](mailto:Energie.roermond.facturen@rvo.nl).

## 4. Requirements concerning the Tenderer

### 4.1 Introduction

In this section, you can find the requirements set by the CLIENT to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document' (ESPD).

The ESPD is a PDF file. Please do not use the pdf-file provided under Annex 1. That document is just an example.

In the Tendered Dashboard, under 'Mijn inschrijving' you will find the several steps the Tenderer must take to submit a Tender. Under "Uniform Europees Aanbestedingsdocument" (= ESPD) you will find the tool to generate the ESPD. You must fill in the form, print it, legally sign it with a handwritten signature, scan it and submit it together with your Tender via TenderNed.

### 4.2 Exclusion Grounds

The following Exclusion Grounds applicable to each lot are specified in the Annex ESPD:

- Mandatory Exclusion Grounds specified in Part III;
- Optional Exclusion Grounds also specified in Part III, that have been selected by the CLIENT by means of the tick boxes.

See Section 7.3.16 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed ESPD during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the CLIENT requests it.

**Please note:** The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.  
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see Section 4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The CLIENT, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 of the Public Procurement Act do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

**Please refer to <https://ec.europa.eu/tools/ecertis/search>**  
**eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.**

### 4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the CLIENT.

By signing Part IV of the Annex ESPD (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

Please note the following concerning the collaboration with third parties in order to meet the suitability requirements

Situation 1: if you, as a tenderer, use a third party to meet the suitability requirements, then this 'third party' must be appointed in the ESPD, part II subsection C. Also, this 'third party' must submit the ESPD in the Tender.

Situation 2: if you as a tenderer do not call on third parties to meet the suitability requirements, but you do intend to use one or more subcontractors in the execution of the assignment, you have to mention this in the ESPD, part II part D. In this section you only mention the name or names of the subcontractors concerned. For further information also see Section 7.3.16.

#### 4.3.1 Financial and economic standing

By signing the ESPD, the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

In the event that your Tender involves a collaboration between organisations, see Section 7.3.16: 'Tenders involving collaborations with other organisations'.

Evidence (do not submit together with the Tender – only submit it when requested to do so):

- a. Appropriate banker's statement.
- b. Proof of insurance against business risks.
- c. Annual accounts or extracts from the annual accounts if the law in the country in which the Tenderer is established requires publication of annual accounts.
- d. A statement concerning the total turnover and the turnover for the business activity that is the subject of the contract, applicable to at most the last three available book years, depending on the formation date or the date on which the Tenderer commenced his professional activities, to the extent that such turnover figures are available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.



#### **4.3.2 Reference data (technical qualifications)**

The CLIENT has set the following core competences, which demonstrate experience with essential aspects of the assignment:

##### **For Lot 1 – Phase I and II:**

1. Provision of vessels and equipment, executing of survey works, processing and reporting for an offshore geotechnical survey in order to obtain geotechnical information that is suitable for development, engineering and installation purposes for an offshore wind farm;
2. Execution of a survey in which expert knowledge of the geology in the North Sea and/or German Bight basin was needed;
3. Carrying out seabed CPT (PCPT/SCPT/TCPT) with target depths of at least 50 m and Vibrocore with a target depths of 6 m in predominantly non-cohesive North Sea soils;
4. Carrying out combined downhole sampling/PCPT boreholes with a target depth between 60 and 100 m;
5. Carrying out downhole seismic cone penetration testing (SCPT) to a target depth of up to 40 m;
6. Carrying out downhole in-situ testing (PS-logging, density logging, spectral gamma logging) to a target depth of up to 60 m bsf, and;
7. Performance of standard and advanced laboratory soil testing including dynamic/cyclic strength/stiffness testing, thermal conductivity testing, Age Dating and MIC testing.

##### **For Lot 2 – Ground Model**

1. Expert knowledge of the geology in the North Sea basin
2. Interpretation and validation of all geophysical survey data (2D and 3D)
3. Interpretation, validation and updating geophysical data based on survey data acquired during Geotechnical Survey including identification of geological units
4. Create a geological ground model of the subsoil of an offshore wind farm in the North Sea or areas with similar conditions to the North Sea
5. Identification and definition of geotechnical units
6. Characterization of geotechnical parameters and characteristic values of geotechnical parameters
7. Create, validate and present detailed Integrated Ground Model (IGM) of an offshore wind farm.

By signing the ESPD, the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above, related to the lot(s) for which the Contractor is preparing a Tender(s), that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- The size of each investigated area, that is part of the object of reference, is at least 50 km<sup>2</sup>.

The total value of each reference assignment for lot 1 must be at least:

- €750,000 for phase I for core competences 1,2 and 3
- €1,500,000 for phase II for core competences 4, 5 and 6, and
- €100,000 for phase II for core competence 7.

The total value of each reference assignment for lot 2 must be at least:

- €35,000 for core competences 2, 3 and 4 (geological ground model).
- €35,000 for core competences 5 ,6 and 7 (integrated ground model).

This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out (both for Lot 1 and Lot 2 core competences) for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

The completed Annex 2a (for Lot 1) or Annex 2b (for Lot 2) must be added to the Tender. Under the invitation to tender on TenderNed, go to 'Responses for Requirements' and then enter 'Yes' for the 'Reference data (technical qualifications)' requirement. Next, append the completed Annex 2a or 2b as a document to your Tender.

#### **4.3.3 Quality control (technical qualifications)**

By signing the ESPD, the Tenderer declares:

That he has a quality-control system that is at least equivalent to a certified quality-control system. By 'equivalent', we mean the following:

- Quality control is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department (e.g. by means of a quality handbook). This department also bears responsibility for the correct design, execution and management of this quality policy.
- Presence and company-wide implementation of relevant procedures relating to service provision/end products and management of resources and documents, within which continual improvement is an important point of attention.
- Operation of an internal quality cycle, including the measurement, analysis and improvement of quality levels.
- Performance of a periodic, independent audit by an expert concerning compliance with the quality procedures.
- Customer-oriented processes: a system is in place to ensure (from the customer's perspective) that there is a clear picture of the customer's needs and that these needs are implemented into your business processes.

Or:

- That the Tenderer possesses a validly certified quality-control system, the certificate for which was drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration between organisations, see Section 7.3.16: 'Tenders involving collaborations with other organisations'.

Evidence (do not submit together with the Tender – only submit when requested by the CLIENT).

Compliance with these quality-control requirements can be demonstrated by means of:  
A description (max. two A4 sides, either single or double-sided) of the quality-control system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-control system. The subsection 'Quality Control' explains what is meant by the term 'equivalent'. Your description must address all the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

Provision of the latest audit report or a copy of a certificate or certificates for the quality-control system that was/were drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

In the event that your Tender involves a collaboration (consortium), then every member of this collaboration, for their part, must provide the quality-control evidence requested for the purposes of the Tender.

#### **4.3.4 Environmental protection (technical qualifications) (Lot 1)**

By signing the ESPD, the Tenderer declares:

- That he has an environmental protection system that is at least equivalent to a certified environmental protection system. By 'equivalent', we mean the following:
  - Environmental protection is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department. This department also bears responsibility for the correct design, execution and management of this environmental policy.
  - Full insight into the environmental legislation applicable to the company's business activities and compliance with this (based on inspections and action taken in response to the inspection results).
  - Insight into the exact areas in which these business activities impact the environment and how this impact can be reduced.
  - Possession of plans and execution of activities to further reduce environmental impact.
  - Performance of a periodic and independent audit concerning compliance with environmental protection agreements.
  - Availability of a report concerning compliance with environmental protection agreements.

Or:

- That the Tenderer possesses an environmental protection system for which he holds a valid certificate as referred to in the EMAS Directive, such as the ISO 14001 certificate.

In the event that your Tender involves a collaboration between organisations, see Section 7.3.16: 'Tenders involving collaborations with other organisations'.

Evidence (do not submit together with the Tender – only submit when requested by the CLIENT).

Compliance with these environmental protection requirements can be demonstrated by means of:

- a. A description (max. two A4 sides, either single or double-sided) of the environmental protection system in place at your organisation that demonstrates that this system is at least equivalent to a certified environmental protection system. The subsection entitled 'Environmental Protection' explains what is meant by the term 'equivalent'. Your description must address all of the points specified in the 'Environmental Protection' subsection and demonstrate the system's equivalence or more.  
Or:
  - If and to the extent they are applicable, the environmental permit(s) required for the fulfilment of this Contract.
- b. Provision of a copy of a valid certificate as referred to in the EMAS Directive, such as the ISO 14001 certificate in the Netherlands.

In the event that your Tender involves a collaboration (consortium), then every member of this collaboration, for their part, must provide the environmental protection evidence requested for the purposes of the Tender.

#### **4.3.5 Health, safety and environment/HSE – Lot 1**

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 a Health, Safety & Environment (HSE) management system that is at least equivalent to a certified HSE system with regard to health and safety management (ISO 14001), subject to approval by the CLIENT. 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 setup, 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 Tender 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 Tender. 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 Tender is submitted by a partnership (consortium), then *each participant* in the partnership must individually demonstrate that it meets the requirements concerning HSE.

#### **4.3.6 Health, safety and environment/HSE – Lot 2**

By signing the ESPD, the Tenderer states that:

- The Tenderer is certified to ISO 14001 or equivalent. Tenderer's health, safety and environment policies shall have been implemented in day-to-day procedures aimed to continually promote a healthy, environmentally friendly and sustainable workplace.

#### **4.4 Professional/trade register extract**

The CLIENT expects the Tenderer to be authorised to practise his trade. For this reason, the CLIENT reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32014L0024>) in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the CLIENT can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

In the event that your Tender involves a collaboration between organisations, see Section 7.3.16: 'Tenders involving collaborations with other organisations'.

Evidence (do not submit together with the Tender – only submit when requested by the CLIENT).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

## 5. Award criteria and assessment

### 5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3 of this document.

The award criteria have been listed in outline in the table below. Moreover, the highest number of points that can be obtained for each award sub-criterion are listed in the table below.

You must – **for each lot you apply for** – enclose the reactions to the preferences as a document or collection of separate documents with the Tender. You 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 for Lot 1 or Lot 2, in addition to your first Tender, please attach the second Tender also under the tab 'Documenten' but clearly state 'Tender 1' and 'Tender 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 Tender 1 and Tender 2, however it is not allowed to refer to Tender 1 in Tender 2 or vice versa. When submitting two Tenders, 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 4 'Rates and prices'. Moreover, Tenderer must take into account the requirements set out in that respect in Chapter 3 (Schedule of requirements) in relation to this.

A maximum of 100 points can be obtained for your response to the award criteria for Lot 1 and Lot 2.

#### 5.1.1 Lot 1: Award criteria and points

<b>Preferences</b>		
Paragraph number Lot 1	Subject	Maximum number of points to be obtained for Lot 1
§5.2.1	Project documentation	<b>20</b>
	Project Execution Plan	10
	Project HSE management plan	5
	Project Quality Plan	5
§5.2.2	Qualifications personnel	<b>15</b>
	Level of education	5
	Experience	5
	Similar role	5
§5.2.3	Vessel(s), equipment and team	<b>30</b>
	Vessel(s)	10
	Survey Equipment	15
	Team composition	5
§5.2.4	Cycle times for the WORK	<b>12</b>
§5.2.5	Sustainable campaign execution	<b>3</b>
§5.2.6	Prices/rates	<b>20</b>
		<b>100 (total)</b>

### 5.1.2 Lot 2: Award criteria and points

<b>Preferences</b>		
Paragraph number Lot 2	Subject	Maximum number of points to be obtained for Lot 2
§5.3.1	Description of proposed methodology & validation	<b>25</b>
	Project Execution Plan	15
	Project Quality Plan	10
§5.3.2	Description of proposed deliverables	<b>20</b>
	Geological Ground Model Report	10
	Integrated Ground Model Report	10
§5.3.3	Track record and experience of the project team	<b>20</b>
	Education	5
	Experience	10
	Similar role	5
§5.3.4	Delivery time of Geological Ground Model report and Integrated Ground Model report	<b>15</b>
	Cycle time of work	10
	Feasibility of proposed delivery dates of deliverables	5
§5.3.5	Prices	<b>20</b>
		<b>100 (total)</b>

## 5.2 Quality criteria Lot 1: Geotechnical Survey

### 5.2.1 Lot 1: Award criteria relating to Project Documentation

Tenderer is requested to provide project documentation detailing Tenderer's approach regarding the execution of the WORK, consisting of a Project Execution Plan (PEP), a Project HSE Management Plan and a Project Quality Plan (PQP). The contents of the required project documentation TNW Wind Farm Zone are detailed in Contract Annex 6, sections IV, V, VI and VII.

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. Other documents should be avoided for clarity.

Max. no. of points available	Assessment aspects
10	<p>Project Execution Plan (PEP)</p> <p>The PEP is assessed by the following aspects jointly to the extent to which</p> <ul style="list-style-type: none"> <li>• 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 6, Section V;</li> <li>• A comprehensive inventory of 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 comprehensively and mitigated;</li> <li>• The Project Execution Plan is detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related);</li> <li>• The suggested cycle times as specified in Annex 4a are realistic and substantiated in relation to the site conditions and proposed vessels and equipment.</li> <li>• The survey data processing, analysis, interpretation and reporting</li> </ul>

Max. no. of points available	Assessment aspects
	<p>methodologies are outlined to demonstrate compliance with the Scope of Work.</p> <ul style="list-style-type: none"> <li>The deliverables are outlined to demonstrate that they are compliant with the Scope of Work.</li> </ul>
5	<p>Project HSE Management Plan</p> <p>This Project HSE Management Plan is assessed by the following aspects jointly to the extent to which:</p> <ul style="list-style-type: none"> <li>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 6, Section VI;</li> <li>A comprehensive inventory of the risks that have an impact on Health, safety and/or environment aspects of the survey works are worked out comprehensively and mitigated;</li> <li>The project HSE Management plan has been detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related).</li> </ul>
5	<p>Project Quality Plan (PQP)</p> <p>This PQP is assessed by the following aspects jointly to the extent to which</p> <ul style="list-style-type: none"> <li>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 6, Section V and VII;</li> <li>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 comprehensively and mitigated;</li> <li>The project quality plan has been detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related);</li> <li>The Project Quality Plan specifies positioning/navigation quality control procedures, equipment calibration procedures/certificates, data quality control procedures, interpretation quality control/cross-checking procedures, and reporting and deliverables quality control and the proposed procedures are adequate.</li> </ul>

### 5.2.2 Lot 1: Award criteria relating to qualifications personnel

Tenderer is requested to provide an overview of key personnel for both the onshore and offshore teams that are allocated to the 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 WORK (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;
  - Project manager offshore / Party chief;
  - Geotechnical Equipment Operators;
  - Lead Geotechnical engineer, offshore.
  - Lead Engineers, onshore.



The assessment will be based on following three sub-preferences:

- Level of education
- Experience
- Similar role

Max. no. of points available	Assessment aspects
5	<p>Level of education</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) in Annex 3a – Section I.</p> <p>This criterion is assessed on the following aspects jointly to the extent to which:</p> <p>The EQF level of the person is appropriate for carrying out the specific tasks for which the person is lined up (for assessment of the EQF level the European Qualification Framework will be used as guidance: <a href="https://www.cedefop.europa.eu/en/events-and-projects/projects/european-qualifications-framework-eqf">https://www.cedefop.europa.eu/en/events-and-projects/projects/european-qualifications-framework-eqf</a>)</p> <p>Followed training/courses relevant for carrying out the specific tasks for which the person is lined up</p>
5	<p>Experience</p> <p>Tenderer shall specify the number of surveys* and project names to which the key personnel has contributed (either in his/her current key role or in one of the other key roles) in Annex 3a – Section I.</p> <p>This criterion is assessed to the extent to which the person has experience in similar type of offshore geotechnical surveys.</p> <p>* Carried out with the equipment similar to the equipment proposed by tenderer for this survey.</p>
5	<p>Similar role</p> <p>Tenderer shall specify the number of years that the person is active in the role for which he/she is proposed for this survey in Annex 3a – Section I.</p> <p>This criterion is assessed to the extent to which the person has been active in a similar role as currently proposed.</p>
	<p>Provide the information for all these items in Annex 3a – Section I.</p> <p>The assessment will be based on the personnel, vessels and equipment confirmed in the Letter of Confirmation (Annex 5) on the 29<sup>th</sup> of November 2019.</p>

### 5.2.3 Lot 1: Award criteria relating to Vessel(s), equipment and team

Tenderer is requested to provide an overview of the vessel(s), equipment and team that 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.

Max. no. of points available	Assessment aspects
10	<p>Vessel(s)</p> <p>This criterion is assessed on the following aspects jointly to the extent to</p>

Max. no. of points available	Assessment aspects
	<p>which:</p> <ul style="list-style-type: none"> <li>• The vessel(s) and equipment have been thoroughly thought through to achieve the survey objectives in an efficient manner. The vessel(s) and equipment configuration are optimised for efficient data acquisition and are described in adequate detail to demonstrate this along with vessel track record.</li> <li>• Vessel (equipment) are suitable (DP2, including positioning and navigation equipment);</li> <li>• Vessel(s) are already mobilised and ready to use (working and tested equipment are preferred);</li> <li>• Vessel(s) are stable to ensure good data quality acquisition within workable limits. Documentation regarding vessel motion characteristics (response amplitude operators or transfer functions) and DP capabilities (DP capability plots) is supplied as part of the PEP and supports the motivation for selecting the vessel;</li> <li>• The availability of the proposed vessel(s) is guaranteed by Tenderer.</li> </ul>
15	<p>Survey equipment</p> <p>This criterion is assessed on the following aspects jointly to the extent to which:</p> <ul style="list-style-type: none"> <li>• The proposed survey equipment (e.g. seabed PCPT unit, vibrocorer, in situ thermal conductivity) for carrying out the survey within the scope of the agreement is suitable and effective, also considering the wind farm site characteristics and anticipated operational characteristics;</li> <li>• The penetration depth is expected to reach the specified depth.</li> <li>• Spare equipment (e.g. seabed PCPT unit, cones, rods) is available for CONTRACTOR in case of breakdowns.</li> <li>• Onshore Laboratory facilities for carrying out the laboratory testing within the scope of the agreement are available, suitable and effective.</li> </ul>
5	<p>Team composition</p> <p>This criterion is judged by assessing the following aspect for the extent to which:</p> <p>The composition of the teams as a whole cover the knowledge and experience needed for the execution of the WORKS. The assessment will be based on the description and motivation of the team composition. For the assessment of the team composition, each of the project team members designated to a vessel 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 3a.</p> <p>This motivation shall elaborate on:</p> <ul style="list-style-type: none"> <li>- All required roles and knowledge are covered;</li> <li>- Familiarity with the other team members;</li> <li>- Familiarity with the vessel;</li> <li>- Familiarity with the equipment, including software and data processing.</li> </ul> <p>In case the team composition is changed after issuing of the proposal but before contract award, the CLIENT shall Annex 3a - Section III to verify possible changes in awarded points for the changes that are made by TENDERER.</p>

Max. no. of points available	Assessment aspects
	Personnel proposed by the Contractor as part of crew changes during the Execution of the WORKS will have equal or better qualifications than the team composition proposed by the Contractor in Annex 3a – Section III.
	Provide the information for Vessels, Equipment in Annex 3a – Section II and the information for Team composition in Annex 3a – Section III. The assessment will be based on the personnel, vessels and equipment confirmed in the Letter of Confirmation (Annex 5) on the 21 <sup>st</sup> of January 2019.

#### 5.2.4 Lot 1: Award criteria relating to the Cycle time for the WORK

Max. no. of points available	Assessment aspects
12	<p>Cycle time of the WORK</p> <p>The difference (number of calendar days) between the final report delivery date and the desired date set by Client (see KEY DATES in Annex 4a – Lot 1) for phase I and phase II main reports and for the advanced laboratory testing report (including cyclic/dynamic test results), as referred to in this criterion, is used for assessment purposes. From the 12 points, 9 points are assigned to the main reports and 3 points for the advanced laboratory testing report. The 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>D has a value smaller than -45 for both phase I and II: score = 12 points;</p> <p>D higher than 45 days for phase I and / or phase II: exclusion of the Tender</p> <p>D is between or equal to -45 and 45 days: score between 12 and 0 points is estimated by linear interpolation;</p> <p>Provide the information for Cycle time of the WORK in Annex 4a.</p>

#### 5.2.5 Lot 1: Award criteria relating to sustainable campaign execution

Max. no. of points available	Assessment aspects
3	<p>Sustainable execution of survey campaign</p> <p>Tenderer is requested to describe the sustainability of the survey campaign in a separate chapter in the Project HSE Management Plan. This criterion is judged by assessing the following aspect for the extent to which:</p> <ul style="list-style-type: none"> <li>• The survey vessels allow an efficient campaign with minimum emissions (e.g. demonstrated by a low fuel consumption in combination with short cycle times);</li> <li>• The survey vessels are partly powered by forms of renewable energy (e.g. wind, solar, biofuel);</li> <li>• Measures are taken to minimize the loss of equipment within the project area;</li> <li>• Measures are taken to minimize the use of materials that may have a negative impact the environment (e.g. antifouling, oil leakage).</li> </ul>

### 5.2.6 Lot 1: Award criteria relating to prices/rates (exclusive of VAT)

Tenderer is requested to complete the schedule of rates and prices format in Annex 4a, 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.

Max. no. of points available	Assessment aspects
20	<p>The Tenderer provides all relevant (maximum) prices and rates in Annex 4a. By using the relative weightings / virtual quantities as defined by the CLIENT in Annex 4a, 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>P lower than € 7,600,000: score = 0 points;</p> <p>P higher than € 13,600,000: exclusion of the Tender</p> <p>P between or equal to € 7,600,000 and € 13,600,000: a score between 20 and 0 points is calculated by linear interpolation;</p>

## 5.3 Quality criteria Lot 2: Ground Model

### 5.3.1 Lot 2: Award criteria relating to proposed methodology & validation

Tenderer is requested to provide project documentation detailing Tenderer's approach regarding the execution of the WORKs, consisting of a Project Execution Plan (PEP) and a Project Quality Plan (PQP). The contents of the required project documentation TNW Wind Farm Zone are detailed in Contract Annex 6, sections V, VI and VII.

The assessment of the project documentation will be based on the PEP and PQP only. Therefore, the Tenderer is requested to include all necessary project information in these documents. Other documents should be avoided for clarity.

Max. no. of points available	Assessment aspects
15	<p>Project Execution Plan (PEP)</p> <ul style="list-style-type: none"><li>• The Project Execution Plan includes a detailed project specific description of the methodology of the Scope of Work to be executed under the provisions of the Contract, including Annex 6, Section V;</li><li>• CONTRACTOR provides a clear elaboration of the approach, analyses to be performed, and results of the work to be delivered, based on the specified Scope of Work.</li><li>• The Project Execution Plan is detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related);</li><li>• The software to be used for data processing, analysis, interpretation, presenting and reporting for the work to be delivered shall be described in detail.</li><li>• The Project Execution Plan shall include risk assessment defining risks that have an impact on health, safety and/or environment aspects of the works are worked out comprehensively and mitigated.</li></ul>
10	<p>Project Quality Plan (PQP)</p>

Max. no. of points available	Assessment aspects
	<p>This PQP is assessed by the following aspects jointly to the extent to which</p> <ul style="list-style-type: none"> <li>• 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 6, Section V and VII;</li> <li>• The project quality plan has been detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related);</li> <li>• The Project Quality Plan specifies the validation process which include quality control procedures, data quality control procedures, interpretation quality control/cross-checking procedures, and reporting and deliverables quality control.</li> </ul>

### 5.3.2 Lot 2: Award criteria relating to description of proposed deliverables

Tenderer is requested to provide project documentation detailing Tenderer's approach regarding the delivery of the Report Geological Ground Model and the Report Integrated Ground Model. The contents of the required reports of TNW Wind Farm Zone are detailed in Contract Annex 6, sections V, VI and VII.

The assessment of the proposed deliverables will be based on the Report Geological Ground Model and Report Integrated Ground Model only.

Max. no. of points available	Assessment aspects
10	<p>Geological Ground Model report</p> <ul style="list-style-type: none"> <li>• CONTRACTOR provides a clear description of the proposed deliverables as required to be included under the provision of the Contract, including Annex 6, section V.</li> <li>• Clarity of description and illustration of the proposed Geological Ground Model as well as the Graphical User Interface (GUI) and its proposed functionality and user friendliness.</li> </ul>
10	<p>Integrated Ground Model report</p> <ul style="list-style-type: none"> <li>• CONTRACTOR provides a clear description of the proposed deliverables as required to be included under the provision of the Contract, including Annex 6, section V.</li> <li>• Clarity of description and illustration of the proposed Integrated Ground Model as well as the Graphical User Interface (GUI) and its proposed functionality and user friendliness.</li> </ul>

### 5.3.3 Lot 2: Award criteria relating to track record and experience of the project team

Tenderer is requested to provide information regarding track record and of the project team 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.
- CV's shall include qualifications and experience of the total pool of key personnel that could be designated to the project team over the whole duration of the WORK.
- Description of roles and responsibilities of dedicated project manager and project team members within the project.
- Reference project list of the proposed team members (its mandatory to fill in Annex 3) in the last 10 years. **Please note that all key personnel that CONTRACTOR wishes to**

**deploy for the execution of the WORKs 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:
  - a. Project manager
  - b. Project team members

The assessment will be based on following three sub-preferences:

- Education of all proposed personnel
- Experience of all proposed personnel
- Similar role of all proposed personnel

The score per criteria will be an average score of the assessment of the Client on the proposed personnel by the Contractor.

Max. no. of points available	Assessment aspects
5	Education  The education of all the proposed personnel: <ul style="list-style-type: none"> <li>- Project Manager</li> <li>- Geophysicist / Geologist</li> <li>- Geotechnical Engineer / Civil Engineer</li> </ul>
10	Experience  The experience of all proposed team members in executing geological and integrated ground models related to the North Sea.  The experience of all proposed personnel will be assessed: <ul style="list-style-type: none"> <li>- Project Manager</li> <li>- Geophysicist / Geologist</li> <li>- Geotechnical Engineer / Civil Engineer</li> </ul>
5	Similar role  The overall experiences of all the proposed team members in similar roles: setting and maintaining geological and integrated ground models related to the North Sea.  The experience in similar roles of all proposed personnel will be assessed: <ul style="list-style-type: none"> <li>- Project Manager</li> <li>- Geophysicist / Geologist</li> <li>- Geotechnical Engineer / Civil Engineer</li> </ul>

#### **5.3.4 Lot 2: Award criteria relating to cycle time of Geological Ground Model and Integrated Ground Model**

Tenderer is requested to provide a comprehensive time schedule for performing the works showing all activities, their duration and the delivery dates (as part of the Project Execution Plan).

The assessment will be based on two sub-preferences:

Max. no. of points available	Assessment aspects
10	Cycle time of the WORK  The difference (number of calendar days) between the final report delivery date and the desired date set by Client, 16 March 2021, as referred to in this criterion, is used for assessment purposes. The difference in calendar days is

Max. no. of points available	Assessment aspects
	<p>referred to as 'D'.</p> <p>To determine the score of the Tenderer, the following tranches and corresponding formulas are used:</p> <p>D has a value smaller than -45 score = 10 points;</p> <p>D higher than 45 days: exclusion of the Tender</p> <p>D is between or equal to -45 and 45 days: score between 10 and 0 points is estimated by linear interpolation;</p>
5	The feasibility of the proposed delivery dates for Geological Ground Model and Integrated Ground Model. The feasibility of the time schedule is substantiated with a comprehensive risk assessment and risk mitigation matrix.

### 5.3.5 Lot 2: Award criteria relating to prices/rates (exclusive of VAT)

Tenderer is requested to complete the schedule of rates and prices format in Annex 4b, 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.

Max. no. of points available	Assessment aspects
20	<p>The Tenderer provides all relevant (maximum) prices and rates in Annex 4b. By using the relative weightings / virtual quantities as defined by the CLIENT in Annex 4b, 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>P lower than € 300,000: score = 0 points;</p> <p>P higher than € 800,000: score exclusion of the Tender</p> <p>P between € 300,000 and € 800,000: a score between 0 and 20 points will be calculating by linear interpolation.</p>

### 5.4 Assessment method for qualitative award criteria

During the assessment, the assessment team will WORK in accordance with the following scale for the weighting of the quality criteria for preferences 5.2.1, 5.2.2, 5.2.3 and 5.2.5 for Lot 1 and 5.3.1, 5.3.2, 5.3.3 and 5.3.4 for Lot 2.

Quality of the response	Weighting percentage of the maximum points available 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%

For each preference in 5.2.1, 5.2.2, 5.2.3, 5.3.1, 5.3.2, 5.3.3 a minimum average of 60% (rounded up) of the maximum number of points should be obtained. This average is based on the average of the sub-preferences. Tenders which do not meet this requirement may be set aside by the CLIENT and (in that case) will not qualify for award of the Contract.

**As for preference 5.2.4**

Tenders with Cycle times higher than 45 days and may be set aside by the CLIENT and will not qualify for award of the Contract.

**As for preference 5.2.6**

To determine the score of the tender for the criterion Price, the following tranches are used:  
Prices higher than € 13,600,000 will be set aside by the CLIENT and will not qualify for award of the Contract.

**As for preference 5.3.4**

Tenders with Cycle times higher than 45 days and may be set aside by the CLIENT and will not qualify for award of the Contract.

**As for preference 5.3.5**

To determine the score of the tender for the criterion Price, the following tranches are used:  
Prices higher than € 800,000 may be set aside by the CLIENT and will not qualify for award of the Contract.



## 6. Assessment of the Tender

### 6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The CLIENT will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the CLIENT;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the ESPD has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, **unless rectification is permitted within the boundaries of public procurement legislation.**

### 6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tenders that do not comply, will be excluded from further participation in the tendering process.

### 6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

### 6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the CLIENT having to award the Contract to more parties than is desired, then the CLIENT will award the Contract to the Tenderer with the highest final score for the sub-preference Vessel(s), equipment and team for Lot 1 and the sub-preference Description of proposed methodology & validation for Lot 2. In the event that the highest scoring Tenderers also achieve an equal score for this sub-preference, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

### 6.5 Assessment of evidence

At the moment that the Tenderer legally signs the ESPD and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the ESPD and submitting his Tender, the Tenderer agrees that at a later date, the CLIENT is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the CLIENT will only request evidence from the *winning* Tenderer. The CLIENT is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the ESPD and the Tender. Following the CLIENT's request to provide the evidence, the Tenderer has

20 (twenty) calendar days to hand over the required evidence. If the CLIENT does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the CLIENT will inform every Tenderer of this situation. The CLIENT will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

## 7. Submission procedure for Tenders

### 7.1 Statement of agreement

By submitting a Tender, including the ESPD, the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the Tender process.

### 7.2 Schedule

See schedule in Subsection 1.3.

### 7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on [www.tenderned.nl](http://www.tenderned.nl) and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the CLIENT can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

#### 7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed ([www.tenderned.nl](http://www.tenderned.nl)), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the CLIENT's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):

Mr. Dick Heemskerk, Senior Procurement Advisor at the Procurement Office of the Ministry of Economic Affairs and Climate Policy, [IUCEZteam1@rvo.nl](mailto:IUCEZteam1@rvo.nl).

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl). You can also consult the eHandbook via <http://www.tenderned.nl/egids/>.

#### 7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

*This obligation does not apply to companies not registered in the Netherlands.*

Visit <http://www.tenderned.nl/eherkenning-en-tenderned-0> for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

### **7.3.3 Questions and additional information/changes**

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The CLIENT can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

### **Submitting a question to the CLIENT**

Questions are to be asked via TenderNed. See <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the CLIENT will decide whether or not to process your question individually.

### **Answers from the CLIENT**

The Memoranda of Information are an integral part of this Tender document. The CLIENT assumes that all sections for which no questions have been asked have been clearly and fully understood.

### **7.3.4 Validity period and submission of Tender**

The Tender must be valid for at least the four months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

### **7.3.5 Variants on Tender**

Upon submitting a Tender in accordance with the Tender document, the Tenderer is allowed (but not obliged) to submit a (one) variant in addition to an Tender.

### **7.3.6 Costs of submitting a Tender**

The CLIENT will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

Any costs or damage which (can) occur by not winning this Tender by the decision of the CLIENT, are at the expense and risk of the Tenderer.

### **7.3.7 Termination of tendering process**

Until the moment that the Contract is signed, the CLIENT reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such situations, Tenderers are not entitled to compensation for any costs whatsoever incurred as a result of this tendering process.

### **7.3.8 Order of precedence of documents**

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

### **7.3.9 Information about the Tenderer's obligations**

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

Information on taxes: the Dutch Tax and Customs Administration: ([www.belastingdienst.nl](http://www.belastingdienst.nl)).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).

#### **7.3.10 Inconsistencies and objections**

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

#### **7.3.11 Complaints procedure**

If a Tenderer disputes a response given by the CLIENT to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex 10.

#### **7.3.12 Dispute resolution**

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee ([www.commissievanaanbestedingsexperts.nl](http://www.commissievanaanbestedingsexperts.nl)) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

#### **7.3.13 Submission of the Tender**

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3) and it is a final deadline.

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.  
The CLIENT advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add this invitation to tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the CLIENT.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The CLIENT is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via [servicedesk@tenderned.nl](mailto:servicedesk@tenderned.nl) or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the CLIENT.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The CLIENT is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The CLIENT will treat confidential information provided by the Tenderer with due care.

#### **7.3.14 Structure and content of the Tender**

The Tender must be submitted entirely via TenderNed and the ESPD must be legally signed.

You can use the following checklist during the submission of your quotation.

**Please note that these documents must be added for each Lot you apply for.**

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed**
Annex 2	List of Reference Contracts	Fill in and add to TenderNed**
Paragraph 5.2.1, 5.2.5 and/or 5.3.1, 5.3.2	A separate response to each of the CLIENT's award criteria.	Add to TenderNed**
Annex 3	Completed form 'Qualifications for Key Project Members'	Fill in and add to TenderNed**
Annex 4	Completed form 'Rates, Prices and Cycle Times'	Fill in and add to TenderNed**

\* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

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

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.

#### **7.3.15 Legal signature**

A legal signature signifies that the document in question has been signed by a legally authorised representative.

If it is recorded in the professional or trade register that two or more people are only jointly authorised to represent the organisation, then the documents requiring a legal signature must be signed by those two or more people. If any limitations are in place regarding authorisation to represent the organisation, then this must be taken into account.

The ESPD must be signed with an original and handwritten signature (hereinafter referred to as: a 'handwritten signature') by the legally authorised representative(s).

The documents bearing the handwritten signature must be scanned and added to your Tender.

**Please note:** Although the ESPD offers the opportunity to add a digital signature, the CLIENT requires a handwritten signature. The lack of a handwritten signature results in principle to exclusion. In the absence of a handwritten signature, you will be given a one-off opportunity to restore it.

#### **7.3.16 Submission of a Tender in collaboration with other organisations**

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.
- 2) In a principal contractor-subcontractor structure in which the CONTRACTOR is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

### *Tendering as a consortium*

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate ESPD, which also includes a specification of who the consortium members are (see Part II of the ESPD). Indicate the role each member plays within the consortium. In the ESPD, you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the ESPD (in compliance with the provisions specified below in the subsection 'Submitting a tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

### *Submitting a tender as a principal CONTRACTOR together with subcontractors*

If a Tender is submitted by a principal CONTRACTOR that does not rely upon the capacity of any subcontractors, then only the principal CONTRACTOR is required to complete and legally sign Part II D of the ESPD.

If the principal CONTRACTOR does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then the subcontractor(s) in question must also complete and legally sign Part II C of the ESPD.

The principal CONTRACTOR is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal CONTRACTOR is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).

All completed and legally signed ESPD forms must be added to the Tender.

### **7.3.17 Single Tender**

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

The CLIENT does not consider submission of a Tender for multiple lots to constitute submission of multiple Tenders. This implies that the Tenderer shall need to submit an individual Tender per lot.

### **7.3.18 Violation of the fundamental principles of procurement law and restriction of fair competition**

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the CLIENT will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the CLIENT that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The CLIENT can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

#### **7.3.19 Communication and language**

During the tendering process, communication with the CLIENT must be conducted in English.

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in English.

During the fulfilment of the contract, communication must be conducted in English.

#### **7.3.20 General terms and conditions**

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. 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 apply to the Contract.

#### **7.3.21 Contract conditions**

The draft Contract, and the corresponding General Government Terms and Conditions 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 appendix thereof) and are included in the annexes. 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. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The CLIENT is free to accept or reject the proposed textual amendments. The CLIENT will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract(s). Only the definitive Contract(s) will apply during the execution of the assignment.

#### **7.3.22 Explanation and verification of the Tender**

The CLIENT can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The CLIENT is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

#### **7.3.23 Request for supplementary information concerning the Tender**

The CLIENT can ask Tenderers to provide supplementary information and/or clarification of their Tender.

#### **7.3.24 Announcement of the award of the Contract**

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the CLIENT.

#### ***Standstill period***

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the CLIENT.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the



sending of the digital notification of the award of the Contract, the CLIENT is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the CLIENT.

If preliminary injunction proceedings are brought against the award of the Contract, then the CLIENT will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

*Interests in relation to the judgement*

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

If no preliminary injunction has been made within the standstill period and the CLIENT approves the evidence of the winning Tenderer, the Contract will be definitively awarded. Along with the definitive award of contract the contract between CLIENT and Tenderer forms.

## Annexes

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

Annex 1	European Single Procurement Document (ESPD)
Annex 2a	List of Reference Contracts – Lot 1
Annex 2b	List of Reference Contracts - Lot 2
Annex 3a	Qualifications for Key Project Members, Vessel(s) and Team Composition - Lot 1
Annex 3b	Qualifications for Key Project Members - Lot 2
Annex 4a	Rates, Prices and Cycle Times - Lot 1
Annex 4b	Rates, Prices and Cycle Times - Lot 2
Annex 5a	Letter of confirmation – Lot 1
Annex 6	Draft agreement, including all sections: <ul style="list-style-type: none"><li>(I) Draft Agreement/Contract</li><li>(II) Draft Data Processing Agreement</li><li>(IIIa) Conditions of Contract</li><li>(IIIb) Conditions of Contract – Comparison with standard LOGIC</li><li>(IVa) Remuneration – Lot 1</li><li>(IVb) Remuneration – Lot 2</li><li>(V) Scope of Work</li><li>(VIa) HSE Requirements – Lot 1</li><li>(VIb) HSE Requirements – Lot 2</li><li>(VII) Quality Requirements &amp; Administrative Instructions</li></ul>
Annex 7	TenderNed_Six_steps_to_bidding_for_public_procurement_contracts_online
Annex 8	Starting Points & Assumptions <ul style="list-style-type: none"><li>• GIS Map TNW</li><li>• Persistency Tables</li></ul>
Annex 9	Brochure E-factureren Rijksoverheid <i>(applies to companies established in the Netherlands only)</i>
Annex 10	Complaints Procedure