



## **Tender Document**

**Invitation to tender in accordance with  
the European open procedure for expert  
support to the Netherlands Enterprise  
Agency in developing IJmuiden Ver Wind  
Farm Zone (site I-VI)**

|                   |              |
|-------------------|--------------|
| Publication date: | July 2, 2021 |
| Status:           | Final        |
| Reference:        | 202106024    |

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## Definition of terms

|                                         |                                                                                                                                                                                                |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tendering authority                     | The Netherlands Enterprise Agency (RVO), part of the Ministry of Economic Affairs and Climate                                                                                                  |
| Tender Document                         | This document and all of its annexes.                                                                                                                                                          |
| Public Procurement Act                  | The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> )                                                                                                                               |
| General Government Terms and Conditions | General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i> ) |
| Most Economically Advantageous Tender   | The Tender that achieves the highest definitive total score based on the best price-quality ratio                                                                                              |
| Suitability requirements                | The requirements with which Tenderers must comply in order to be eligible to win the tender                                                                                                    |
| 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                                                                                                                      |
| IUC-EZK                                 | The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK), which will serve as process manager during this tendering process                                   |
| 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    |
| Contracting Authority                   | The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority        |
| Contractor                              | The party with whom the Contracting Authority concludes the Contract, also referred to as the Expert Support Contractor                                                                        |
| Contract                                | The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded                                                              |

|                                      |                                                                                                                                                                                                                                                               |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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                                                                                      |
| European Single Procurement Document | A statement in which the Tenderer declares his compliance with the requirements specified in this document                                                                                                                                                    |
| Non-disclosure Agreement (NDA)       | Agreement signed by Contractor stating that he and his staff and subcontractors will not disclose confidential information that has been shared by the Contracting Authority as a necessary part of the performance of the services/execution of the Contract |

### **Specific terminology**

|                           |                                                                                                          |
|---------------------------|----------------------------------------------------------------------------------------------------------|
| WFZ                       | Wind Farm Zone                                                                                           |
| IJV WFZ                   | IJmuiden Ver Wind Farm Zone (already partly developed, Sites I-IV)                                       |
| IJV WFS V and VI          | IJmuiden Ver Wind Farm Site V and VI (to be newly developed)                                             |
| Work(s)                   | Services to be provided by Contractor/activities to be deployed by Contractor in performing the Contract |
| Expert support contractor | Contractor providing expert support, the subject of this Tender                                          |
| Site study contractor     | The Contractor executing the site study, in managing which expert support is needed                      |

# 1. Introduction

The Tender Document at hand contains information regarding this invitation to tender, conducted in accordance with the European open procedure for Expert Support in developing IJmuiden Ver Wind Farm Zone

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

## 1.1 Tendering Authority and IUC-EZK

This tendering process is being conducted by the Netherlands Enterprise Agency (in Dutch: Rijksdienst voor Ondernemend Nederland, RVO). The Procurement Office or Inkoop Uitvoering Centrum EZK (IUC EZK) will act as process manager during this tendering process.

RVO encourages entrepreneurs in sustainable, agricultural, innovative and international business. It helps with grants, finding business partners, know-how and compliance with laws and regulations.

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

More information about RVO can be found on: [www.rvo.nl](http://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 aimed to have 49 TWh/a of offshore wind energy feeding into the grid by 2030. This equals around 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 up to 2,000 MW of development in the period 2015 – 2025. Only recently the Dutch Government has raised the goal to have 55 TWh/a of offshore wind energy feeding into the grid by 2030 under the same roadmap and legislation.

RVO and Dutch transmission system operator TenneT TSO B.V. (TenneT) have therefore started preparations for the further development of the IJmuiden Ver Wind Farm Zone (IJVWFZ) under the 2030 roadmap. The IJVWFS I-IV (4,000 MW in total) are currently being developed. Recently, RVO and TenneT started the preparations for IJVWFS V and VI as well. The Government envisages the development of 2,000 MW in total in the IJVWFS V and VI.

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. 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 mainland.

The Dutch Government provides comprehensive site data and TenneT is responsible for grid connection. Additional information on the legislative framework and the designated offshore Wind Farm Zones in the Netherlands can be found on our website <https://offshorewind.rvo.nl>.

As part of the future permit tender, the tenderers will be provided with detailed information about the offshore Wind Farm Sites. Detailed information on the soil and wind and water conditions at the site will be part of this information. RVO is responsible for acquisition of the site data, which can be used for the preparation of bids for these tenders.

In order to achieve the highest results from these investigations, RVO intends to contract high quality experts who can support RVO in managing the site investigations. The objective of this European tender is to conclude an agreement with Tenderers who can support RVO on the different site investigations regarding contracting, quality control and operational support.

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

### 1.3 Time schedule

The schedule below applies to this tendering process.

|                                                  |                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| July 2, 2021                                     | Issuing of publication, start of tendering period.                                                                                                                                                                                                                                    |
| July 19, 2021, 3 PM CEST                         | Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions). |
| August 2, 2021                                   | Issuing of Memorandum of Information                                                                                                                                                                                                                                                  |
| August 16, 2021, 2 PM CEST                       | Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.                                                                                                                                                                                            |
| August 17 up to and including September 13, 2021 | Assessment of Tenders.                                                                                                                                                                                                                                                                |
| September 14, 2021                               | Announcement of the award of the Contract.                                                                                                                                                                                                                                            |
| October 5, 2021                                  | Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.                                                                                                                                 |
| October 5, 2021                                  | Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.                                                                                                                                                                                       |
| October 12, 2021                                 | Starting date of Contract.                                                                                                                                                                                                                                                            |

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority 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 assignment concerns expert support services for the IJmuiden Ver Wind Farm Zone (IJVWFZ). The IJVWFZ consists of six (6) Wind Farm Sites. IJVWFS I-IV are currently being developed by RVO by means of site investigations. IJVWFS V and VI will from now on be developed as well.

RVO is looking for a Contractor/Contractors who can support RVO with managing the site investigations (some for IJVWFS I-IV, mainly for IJVWFS V-VI) and the interfaces between the site investigations. RVO is specifically looking for expertise in the field of soil investigations (Lot 1) and wind & water investigations (Lot 2).

The staff required will consist of a lead expert and specialist experts. The lead expert is expected to manage the interface between the site investigations and to advise the RVO package manager where necessary. For in-depth discussions, reviews and support through the different projects the lead expert (and the RVO project managers) can call in the specialist experts.

Details on the Work(s) are provided in following chapters of this tender document. More information on the scope of work, requirements and tasks can be found in the two Scopes of Work, Annex 5a Scope of Work Lot 1 Soil and Annex 5b Scope of Work Lot 2 Wind & Water.

### **2.2 Lots**

The invitation to tender is divided into the following lots:

#### **Lot 1: soil**

Activities include: expert support for the morphological study of IJVWFS I-VI, expert support for the geophysical survey, geotechnical survey and the Integrated Ground Model for IJVWFS V-VI.

#### **Lot 2: wind & water**

Activities include: expert support for the metocean desk study, metocean campaign (with Client Representatives for offshore operations) and wind resource assessment for IJVWFS I-VI.

Tenderers can apply for one or both lots and can therefore also be awarded one or both lots.

### **2.3 Contract Period**

The Contracting Authority intends to conclude Contracts for the period from October 1, 2021 to December 31, 2024.

The Contracting Authority intends to conclude a Contract with one (1) Tenderer for each lot.

### **2.4 Scope of the assignment**

Lot 1 (soil): approximately 8,500 hours.

Lot 2 (wind & water): approximately 3,400 hours.

The estimated number of hours 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.

### **Review Clause**

There is a certain degree of uncertainty about the duration of this assignment.

With the knowledge of this moment it is difficult to predict the exact amount of work that has to be done to fulfill the job.

In case the Work of the site study Contractor of the last site study to be performed in the IJmuiden Ver WFS V-VI is not finished by the envisaged end date of December 31, 2024, this means that the Work(s) of the expert support Contractor will also be unfinished. In this case the Contract for expert support will be extended until all services are completed, with a maximum of 12 months. The extension of the Contract will also entail an increase of the number of hours to be worked. This increase is, however, limited to 25% in hours (based on the number of hours in the Contract (per lot)

It is possible that the services specified in the Contract may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the expert support Contractor

### 3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority 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 will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.**

**These requirements concern both lots of this tender, unless expressly stated otherwise.**

#### 3.1 Requirements relating to the scope of work

Tenderer is willing and able to execute the services that need to be carried out under the Agreement, as specified in Chapter 2 and in the Scopes of Work (Annexes 5a and 5b). 'Services' means all the work that the Contractor of expert support contractor is required to carry out in accordance with the provisions of the agreement.

Any travelling required to perform the services shall be performed in an environmentally friendly manner, insofar as reasonable and possible. This includes traveling by plane only if the travel time by train is more than 8 hours and travelling by train takes more than 1.5 times travel time by plane.

#### 3.2 Requirements relating to the team of experts

Lot 1: the team of experts should consist of 1 lead expert/contact person and specialised experts in the field of geology, geophysics, geotechnics, morphodynamics and ground modelling.

Lot 2: the team of experts should consist of 1 lead expert/contact person and specialised experts in the field of metocean conditions (wind, water, waves) and Client Offshore Representatives with expertise on HSE in offshore operations.

For both lots the services are expected to be performed:

80% by senior experts

20% by medior or junior experts

#### 3.3 Requirements relating to level of education and experience of experts

Contractor guarantees provision of experts with at least the following qualifications:

Education at EQF level 6 as minimum (<https://europa.eu/europass/en/description-eight-eqf-levels>);

Experience with two or more similar services for the development of offshore wind farms;

Communication skills (English, oral and written).

#### 3.4 Requirements relating to the availability of experts

Contractor guarantees the commitment and availability of the proposed experts during the lead time of the Agreement.

Contractor guarantees prompt replacement of expert(s) in case of dropping out of its candidates during the execution of the work and can provide additional candidates with at least similar qualifications and under the same commercial conditions if this would be required.

### **3.5 Requirements with respect to independency**

Contractor and subcontractors do not have any financial or other direct personal or business interests with the specific results of the investigations to be carried out or with specific recommendations or answers to the investigation questions.

Contractor must avoid the appearance of dependence or of a conflict of interests. Should they occur they must be reported immediately to the Contracting Authority.

Contractor and subcontractors do not perform work with a potential conflict of interest during the lead time of the Agreement. The Contracting Authority regards as possible conflict of interest-situations (but not limited to):

1. Involvement in (preparing) applications for the permit tenders for the Wind Farm Site that is subject of the site study for which expert support is requested;
2. Any involvement in the site study other than the involvement that is subject of this Agreement. This means that any site study (sub)contractor (and all related staff) cannot apply for providing expert support (this Tender), if site study (sub)contractor intends to apply for (part of) a geophysical survey or other study for this Wind Farm Site (as an example).
3. Involvement in the execution of site studies in any of the other designated Dutch Wind Farm Zones. This means that any site study Contractor (and all related experts) currently executing a site study for RVO at any site cannot apply for this Tender. Conversely, a party providing expert support under this Agreement cannot apply for a Tender for a site study in another Wind Farm Zone.

**Please note:** in relation to the above, the different lots of this Tender are separated, which means that any site study (sub)contractor (and all related staff) currently executing a site study for RVO in the field of soil investigations may submit a tender for expert support under Lot 2 (wind & water) and vice versa.

Expert support Contractor accepts the judgement of the Contracting Authority with respect to the conclusion that a conflict of interest exists.

In the event of an apparent personal or business conflict of interest, the Contracting Authority may ask the expert support Contractor to provide mitigating measures. The expert(s) concerned must, at the request of the Contracting Authority, be immediately replaced by (an) expert(s) with at least similar qualifications and under the same commercial conditions.

If, even after one or several candidates have been replaced, the appearance of dependence cannot be avoided, which makes, according to the Contracting Authority, wide acceptance of the investigation to be carried out unlikely, the Contracting Authority, will terminate the contract prematurely. In this case the Contracting Authority will not be liable for damages incurred by the expert support Contractor.

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

- 3.6.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.

By completing the Appendix 'Prices/rates', Tenderer gives an overview of the maximum rates for executing the services under the Agreement. When completing the price format,

you state the prices and rates as follows:

- the amount excluding VAT;
- the VAT amount and;
- the amount including VAT.

The price/rates must be “all-in”: this includes e.g.: the salary costs, the overhead costs (such as accommodation expenses and salary costs of non-productive staff), the costs for support work, the costs for the use of equipment (including PCs, incurred for the purpose of the contract and the profit, the insurances costs, travel and accommodation expenses, etc. The rates must be expressed in euros.

3.6.2 Rates offered for the Agreement must be:

for Senior experts between € 100 and € 175 / h (excl. VAT)

for Medior experts between € 80 and € 145 / h (excl. VAT)

for Junior experts between € 60 and € 120 / h (excl. VAT)

Hourly rates should fit the level: the hourly rate for a senior expert is higher than the hourly rate for a medior expert; the hourly rate for a medior expert is higher than the hourly rate for a junior expert.

3.6.3 International travel costs will be reimbursed (economy class). Other costs (when travelling abroad) can be reimbursed to a maximum of the EC per diem rates. Per diem rates cover accommodation, meals, local travel within the place of mission and sundry expenses.

[https://ec.europa.eu/international-partnerships/system/files/per-diem-rates-20200201\\_en.pdf](https://ec.europa.eu/international-partnerships/system/files/per-diem-rates-20200201_en.pdf)

3.6.4 Indexation

In case the option for extension of the Contract is invoked, the prices and rates can be adjusted once, by January 1, 2025. The prices and rates can be adjusted in line with the index figure set by Statistics Netherlands (CBS Statline) applicable to collectively negotiated hourly wages (including special bonuses) in the corporate-services category (M Specialistische zakelijke diensten (specialized commercial services). For this purpose, the monthly figure for October , 2021 is used, and the index for October 1, 2024 is set as 100%.

Any proposed amendments to the price that the Contractor wishes to make must be submitted in writing to the Contracting Authority at least two months before they come into force. The proposal submitted by the Contractor must be itemised, accompanied by a printout from CBS Statline, and contain a reference to the Contract in question with the Contracting Authority. The proposal must contain a summary of both the current prices and rates and the new prices and rates. The Contracting Authority will inform the Contractor in writing of the decision regarding whether or not to accept the new prices and/or rates.

The Contracting Authority reserves the right to refuse to process any proposal for indexation that is submitted too late.

3.6.5 The Tenderer will not submit any zero or negative prices/rates.

### 3.7 Tax-related requirements

3.7.1 The Tenderer indemnifies the Contracting Authority 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;
- 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 Contracting Authority within fifteen calendar days of the request to do so.
- 3.7.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are 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 Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority 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 You guarantee 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 You indemnify the Contracting Authority 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 You can send an invoice every month based on the actual hours worked. You must include a summary of the actual hours/days worked in accordance with the applicable rates.

#### **3.8.2 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 Peppol
- E-invoicing through a service provider.

For more information go to: <https://www.helpdesk-efactureren.nl/>

#### **For companies not established in the Netherlands**

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands.

## 4. Requirements concerning the Tenderer

### 4.1 Introduction

In this section, you can find the requirements set by the Tendering Authority 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 which has been partly filled in for you. Please add the requested information. You sign the document and add it to your Tender through TenderNed (please also see Section 7 of this Tender Document).

### 4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex ESPD:

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document 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 Tendering Authority 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 §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 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 Tendering Authority.

By signing Part IV of the 'European Single Procurement Document' (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.

#### **4.3.1 Financial and economic standing**

By signing the 'European Single Procurement Document', 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).

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

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is 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 Contracting Authority has set the following key competencies that correspond to experience in essential aspects of the Agreement:

##### **For both lots:**

1. Experience with providing expert support and/or technical consultancy services to governments and/or commercial developers for complex (technical) projects, related to the development of offshore wind farms;
2. Capability to advise on and/or draw (technical) Scopes of Work for the procurement of desk studies and field studies as part of the site investigations to obtain data of the soil (Lot 1),

wind and water (Lot 2) conditions for the preliminary design and/or FEED of offshore wind farms.

3. Capability to evaluate and/or review offers, project execution plans, reports and other deliverables of desk studies and field studies as part of the site investigations to obtain data of the soil (Lot 1), wind and water (Lot 2) conditions for the preliminary design and/or FEED of offshore wind farms;

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above 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 (3) 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 total value of the reference assignment(s) must be at least:  
EUR 500,000 for Lot 1  
EUR 200,000 for Lot 2
- This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the services specified in this document. In case a series of separate yet significantly comparable assignments was carried out 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. (Please also refer to paragraph 7.3.17 if this is the case).

Evidence (submit together with the Tender by using Annex 2):

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The references must also demonstrate that they have a value of at least :

- EUR 500,000 for Lot 1
- EUR 200,000 for Lot 2.

If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

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

By signing the 'European Single Procurement Document', the Tenderer declares:

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

- Quality assurance 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-assurance 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: 'Tenders involving collaborations with other organisations'.

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

Compliance with these quality-control requirements can be demonstrated by means of:  
A description of the quality-assurance system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-assurance system. The subsection 'Quality Assurance' 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-assurance 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-assurance evidence requested for the purposes of the Tender.

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

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority 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 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 Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

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

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.

**These award criteria concern both lots of this tender, unless expressly stated otherwise.**

For each lot a maximum of 100 points can be obtained for your response to the award criteria.

| Paragraph number | Award criterion                                   | Maximum number of points |
|------------------|---------------------------------------------------|--------------------------|
| 5.2.1            | Qualifications and experience of the project team | 30                       |
| 5.2.2            | Project Plan                                      | 35                       |
| 5.2.3            | Social return on investment                       | 5                        |
| 5.3              | Rates                                             | 30                       |
|                  | <b>Total</b>                                      | <b>100</b>               |

### 5.2 Quality criteria

#### 5.2.1 Award criteria relating to quality of the project team

Please provide the CV's of the experts you propose to offer for this Contract/Agreement. In the tables below you find the required number of experts per position:

#### Lot 1 Soil

| Role                    | Senior expert | Medior/junior expert |
|-------------------------|---------------|----------------------|
| Lead expert             | 1             | -                    |
| Geophysical campaign    | 1             | 1                    |
| Geotechnical campaign   | 1             | 1                    |
| Ground Model            | 1             | 1                    |
| Morphological study     | 1             | 1                    |
| PM support*             | -             | 1                    |
| PM Document controller* | -             | 1                    |

*Table 1: Required experts per position for soil*

\*These persons will not be assessed

#### Lot 2 Wind & water

| Role                     | Senior expert | Medior/junior expert |
|--------------------------|---------------|----------------------|
| Lead expert              | 1             | -                    |
| Metocean campaign        | 1             | 1                    |
| Client representatives   | 3             | -                    |
| Metocean desk study      | 1             | 1                    |
| Wind resource assessment | 1             | 1                    |

*Table 2: Required experts per position for wind & water*

These CV's should be a maximum of 2 A4 pages long stating the relevant qualifications, education and relevant experience of the experts.

Furthermore you should fill in Annex 3 (a or b depending on which Lot) stating for each expert:

- a) Proof of experience of (most relevant) 5 projects (executed in the last 10 years, this is a maximum, other projects will not be assessed).
- b) Description of role of the expert in the 5 projects
- c) List of skills containing;
  - 1 x core experience
  - A maximum of five (5) knowledge areas with scoring (basic, good , expert)
- d) Description of relevant know-how

| Maximum number of points | Assessment criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 30                       | <p>Both CV's and Annex 3 will be assessed.</p> <p>This criterion will be assessed on the extent to which the level of the whole team is appropriate and suitable for carrying out the requested tasks.</p> <ul style="list-style-type: none"> <li>- The experience is appropriate for carrying out the requested tasks</li> <li>- The roles are suitable and fitting for carrying out the requested tasks</li> <li>- The lists of skills are suitable and fitting for carrying out the requested tasks</li> <li>- The know-how is suitable and fitting for carrying out the requested tasks</li> </ul> <p>The above 4 sub criteria will have an equal weight in scoring, so a maximum of 7,5 points per criterion.</p> |

### 5.2.2 Award criteria relating to the quality of the Project Plan

Please provide a Project Plan (approximately 6 A4's) containing the following subjects:

1. Plan to guarantee the availability and quality of the required experts
2. Description of team organization including approach and role description. It should be clear in the project plan who the main experts per position are (according to Table 1 and 2) and which experts are offered as back-up per position.
3. Description and proposal(s) for efficient use of experts, i.e. quality vs hour consumption, including plan of hour consumption based on the SoW
4. Interface plan between packages in order to ensure the continuity and handover between the different site investigations
5. Risk plan to cover risks for RVO and how the risks can be mitigated

| Maximum number of points | Assessment criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 35                       | <ol style="list-style-type: none"> <li>1. Plan to guarantee the availability and quality of the required experts<br/>This sub criterion will be assessed on the extent to which it fits the scope of work and will give the Contracting Authority confidence that the work will be carried out to satisfaction.</li> <li>2. Description of team organization including approach and role description<br/>This sub criterion will be assessed on the extent to which it fits the scope of work, is complete and suitable.</li> <li>3. Description and proposal(s) for efficient use of experts, i.e. quality vs hour consumption, including plan of hour consumption based on the SoW<br/>This sub criterion will be assessed on the extent to which it fits the scope of work and is feasible.</li> <li>4. Interface plan between packages in order to ensure the continuity and handover between the different site investigations</li> <li>5. Risk plan to cover risks for RVO and how the risks can be mitigated<br/>This sub criterion will be assessed on the extent to which it fits the scope of work, is</li> </ol> |

|  |                                                                                                       |
|--|-------------------------------------------------------------------------------------------------------|
|  | complete and feasible.                                                                                |
|  | The above five (5) sub criteria will have equal weight in scoring, so a maximum of 7 points per item. |

### 5.2.3 Award criteria relating to Social Return on Investment

Social return means creating more employment opportunities for people who are disadvantaged within the labour market. Social return is in line with Dutch government policy to offer as many people as possible with a greater(er) distance from the labor market equal opportunities in the labor market and to allow them to work according to their ability as regularly as possible. The ultimate goal is to help them find work and work experience. See

<https://www.pianoo.nl/nl/themas/maatschappelijk-verantwoord-inkopen-mvi-duurzaam-inkopen/mvi-thema-s/social-return> for more information.

The Dutch State implements social return in its procurement policy for public procurements in the categories of "works" and "services" worth in excess of €250,000 with a minimum contract period of six months. From that point of view, the Contractor must spend at least 2% of the total wage bill of the Agreement on one or more of the following target groups: students in a vocational or apprenticeship training track and/or vocational colleges; people unemployed for more than 12 months and/or aged 50 or above; (partially) disabled people; jobseekers who are not entitled to benefit etc.; early school-leavers and young people with inadequate qualifications.

The employment of disadvantaged groups should, according to legal frameworks, be related to the service or the work that is being contracted out. These people should, therefore, actually be employed in the implementation of the contracted service or works, and not in other areas of the organization's operations.

Please provide an Plan of Action Social Return (maximum 1 A4)

- You indicate how much you can spend on social return. The percentage concerns the percentage of the wage bill of the Agreement (maximum 2.5 points);
- You describe how you will implement social return (maximum 2.5 points).

| Maximum number of points | Assessment criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                  |     |     |     |     |     |     |     |     |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|-----|-----|-----|-----|-----|-----|-----|-----|
| 5                        | <p>The table below shows the initial distribution of points for the percentage you offer</p> <table border="1"> <thead> <tr> <th>Percentage</th><th>Number of points</th></tr> </thead> <tbody> <tr> <td>2.0</td><td>0.0</td></tr> <tr> <td>3.0</td><td>0.8</td></tr> <tr> <td>4.0</td><td>1.6</td></tr> <tr> <td>5.0</td><td>2.5</td></tr> </tbody> </table> <p>The Action Plan is assessed on the extent to which it is concrete and realistic.</p> <p>The percentage (see paragraph 5.4) that the Tenderer achieves for the Social Return Action Plan is used for a correction of the initial number of points for the additional percentage of social return offered.</p> <p>Example of calculations:<br/>If a Tenderer offers a percentage of 3.0 and scores a 'good' (=80%) on Action Plan, Tenderer will receive:</p> <p>Action Plan: 2 points (80% of 2.5)<br/>Additional percentage: 0.64 points (80% of 0.8 points)</p> | Percentage | Number of points | 2.0 | 0.0 | 3.0 | 0.8 | 4.0 | 1.6 | 5.0 | 2.5 |
| Percentage               | Number of points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                  |     |     |     |     |     |     |     |     |
| 2.0                      | 0.0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                  |     |     |     |     |     |     |     |     |
| 3.0                      | 0.8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                  |     |     |     |     |     |     |     |     |
| 4.0                      | 1.6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                  |     |     |     |     |     |     |     |     |
| 5.0                      | 2.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                  |     |     |     |     |     |     |     |     |

|  |                                                                                                                                                                                                                                                                                   |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Total score: 2.64 points.</p> <p>If a tenderer offers a percentage of 5.0 and scores a 'poor' (=20%) on Action Plan, Tenderer will receive:</p> <p>Action Plan: 0.5 points (20% of 2.5)</p> <p>Additional percentage: 0.5 points (20% of 2.5 points)</p> <p>Total: 1 point</p> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 5.3 Award criteria with respect to Pricing

By completing the Annex 4 'Prices/rates' for the lot Tenderer applies for, Tenderer gives hourly rates for senior, medior and junior experts to be charged for this contract.

| Maximum number of points | Assessment criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 30                       | <p>Price will be assessed based on the ratio between the</p> <ul style="list-style-type: none"> <li>hourly rate senior expert excl. VAT (80%) and the</li> <li>hourly rate medior expert excl. VAT (10%) and the</li> <li>hourly rate junior expert excl. VAT (10%)</li> </ul> <p>This will result in P :</p> $=(\text{hourly rate senior expert} \times 0.8) + (\text{hourly rate medior expert} \times 0.1) + (\text{hourly rate junior expert} \times 0.1)$ <p>Score will be determined with the formula:</p> <p>P between € 94,-- and € 166,50 excl. VAT: score between 0 (zero) and 30 points, in which score = <math>30 - (30 / (166,50 - 94,00)) \times (P - 94,00)</math>.</p> <p>P &lt; € 94,00 excl. VAT or &gt; 166,50 excl. VAT means exclusion from the procedure based on the requirement in paragraph 3.6.3 of this document.</p> |

### 5.4 Award Assessment method for qualitative award criteria

For the assessment ,the assessment team will use the following scale for the weighting of the quality criteria 5.2.1 (Project team), 5.2.2 (Project Plan) and 5.2.3 (Action Plan Social return).

| Quality of the response           | Weighting percentage of the maximum points available per criterion |
|-----------------------------------|--------------------------------------------------------------------|
| Excellent, with great added value | 100%                                                               |
| Very good, with some added value  | 90%                                                                |
| Good                              | 80%                                                                |
| Ample                             | 70%                                                                |
| Satisfactory                      | 60%                                                                |
| Average                           | 50%                                                                |
| Fair, not completely satisfactory | 40%                                                                |

|                         |     |
|-------------------------|-----|
| Unsatisfactory          | 30% |
| Poor, insufficient      | 20% |
| Very poor, insufficient | 10% |
| No response provided    | 0%  |

For the award criteria 5.2.1 (Project team) and 5.2.2. (Project Plan) 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 will be set aside by the Contracting Authority 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 Tendering Authority 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 Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' 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 Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the sub criterion Project plan (see paragraph 5.2.2). In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, 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 'European Single Procurement Document' 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 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority 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 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 20 (twenty) calendar days to hand over the required evidence. If the Tendering Authority 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 Tendering Authority will inform every Tenderer of this situation. The Tendering Authority 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 'European Single Procurement Document', 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 tendering 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 Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

#### 7.3.1 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.

#### 7.3.1 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 Tendering Authority'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):

Liesbeth de Man at [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/eqids/>.

### **7.3.2 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 Tendering Authority 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 Tendering Authority**

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 Tendering Authority will decide whether or not to process your question individually.

### **Answers from the Tendering Authority**

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority 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 not permitted to submit a variant of this Tender.

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

The Tendering Authority 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.

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

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

### **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 Guide Information security and Privacy for suppliers**

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

[Suppliers guide Information Security and Privacy EZK](#).

#### **7.3.11 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.

#### **7.3.12 Complaints procedure**

If a Tenderer disputes a response given by the Tendering Authority 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 9.

#### **7.3.13 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.

#### **7.3.14 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 Tendering Authority 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 your 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 Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority 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 Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

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

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

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

| Subject                                | Description                                                                                                                                                                                                                                                                                                | Action required from tenderer              |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Annex 1                                | European Single Procurement Document*                                                                                                                                                                                                                                                                      | Fill in, legally sign and add to TenderNed |
| Annex 2                                | Reference Contracts                                                                                                                                                                                                                                                                                        | Fill in and add to TenderNed               |
| Award criteria<br>Annex 3 (a and/or b) | Required information concerning experts                                                                                                                                                                                                                                                                    | Add to TenderNed                           |
| Award criteria                         | CV's, maximum 2 A4 pages                                                                                                                                                                                                                                                                                   | Add to TenderNed                           |
| Award criteria                         | Project plan, approximately 6 A4 pages                                                                                                                                                                                                                                                                     | Add to TenderNed                           |
| Award criteria                         | Action Plan Social Return on Investment, maximum 1 A4 page                                                                                                                                                                                                                                                 |                                            |
| Award criteria<br>Prices/Rate' annex 4 | Prices/rates included in the quotation                                                                                                                                                                                                                                                                     | Add to TenderNed                           |
| Additional data                        | For Dutch companies:<br>Om een voorspoedige verwerking van de factuur te bewerkstelligen, dient u in uw Inschrijving onderstaande gegevens op te nemen: <ul style="list-style-type: none"> <li>- NAW-gegevens;</li> <li>- KvK-nummer;</li> <li>- Vestigingsplaats volgens KvK;</li> <li>- IBAN.</li> </ul> | Add to TenderNed                           |
| Additional data                        | For Non-Dutch companies <ul style="list-style-type: none"> <li>- Address</li> <li>- Bank account number</li> <li>- VAT number</li> </ul>                                                                                                                                                                   | Add to TenderNed                           |

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

### **7.3.16 Legally binding signature**

A legally binding signature means that a document has been signed by a duly authorized representative.

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

**Please note:** it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

### **7.3.17 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 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', 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 'European Single Procurement Document' (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 'European Single Procurement Document'.

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 'European Single Procurement Document'.

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 'European Single Procurement Document' forms must be added to the Tender.

#### **7.3.18 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 Tendering Authority does not consider submission of a Tender for multiple lots to constitute submission of multiple Tenders.

#### **7.3.19 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 Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority 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 Tendering Authority 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.

#### **7.3.20 Communication and language**

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

The Tender must be submitted in English.

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

#### **7.3.21 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 General Government Terms and Conditions apply to the Contract.

### **7.3.22 Contract conditions**

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

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority 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.

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

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

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

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

### **7.3.25 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 Tendering Authority.

#### *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 Tendering Authority.

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 Tendering Authority 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 Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority 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.

#### *Interest 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.

## **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 2: Reference contracts
- Annex 3a: Required information concerning experts Lot 1
- Annex 3b: Required information concerning experts Lot 2
- Annex 4: Prices/Rates
- Annex 5a: Scope of Work lot 1 Soil
- Annex 5b: Scope of Work lot 2 Wind & Water
- Annex 6: Draft Contract
- Annex 7: Non-disclosure agreement (sample)
- Annex 8: ARVODI-2018
- Annex 9: Complaints Procedure