



Tender Document

Invitation to tender in accordance with the European open procedure for Seabed Morphological and Scour Study at IJmuiden Ver Wind Farm Zone

Publication date:	14 march 2022
Status:	Final
Reference:	202201045

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Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), part of the Ministry of Economic Affairs and Climate Policy
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (Aanbestedingswet 2012)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten)
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 (and his possible consortium partners and/or subcontractors) declare(s) 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

IJV WFS

IJmuiden Ver Wind Farm Site

IJV IA

IJmuiden Ver Investigation Area

Work(s)

Services to be provided by Contractor/activities to be deployed by Contractor in performing the Contract

1. Introduction

This Tender Document contains information regarding the invitation to tender conducted in accordance with the European open procedure for the supply of a seabed morphological and scour study and assessment for the IJmuiden Ver Wind Farm Zone (IJV WFZ).

You are hereby invited to submit a Tender based upon the information supplied in this Tender Document.

1.1 Tendering Authority and IUC-EZK

This tender procedure is commissioned by the Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland – RVO).

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 and <https://english.rvo.nl>.

The Procurement Office of the Ministry of Economic Affairs and Climate Policy, IUC-EZK, will act as process manager during this tendering process.

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 aim 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 IJmuiden Ver Wind Farm Sites (IJVWFS) I-IV (up to 4,000 MW in total) are currently being developed for tendering. Recently, RVO and TenneT started the preparations for the tendering of IJVWFS V and VI as well. The Government envisages the development of up to 2,000 MW in the IJVWFS V and VI.

Additionally, the Dutch Government is preparing for an 'add on roadmap', towards additional offshore wind capacity (See: [Offshore wind policy update \(rvo.nl\)](https://english.rvo.nl/en/offshore-wind-policy-update)), for which the cabinet will set an ambition and target.

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, wind and water characteristics and conditions at the site will be included in this information. RVO is responsible for the acquisition of the site data, which can be used for the preparation of bids for these tenders.

The objective of the current tender process is to conclude an agreement with a Tenderer or Tenderers who is/are able to conduct the morphological and scour study and assessment at IJVVWFZ Investigation Area. This study will be made available to all potential bidders for offshore wind farms in the Netherlands.

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

1.3 Time schedule

The schedule below applies to this tendering process.

<i>14 March 2022</i>	Issuing of publication, start of tendering period.
<i>5 April 2022 – Before 13:00 CET</i>	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).
<i>14 April 2022</i>	Issuing of Memorandum of Information
<i>29 April 2022 – Before 13:00</i>	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
<i>29 April – 25 May 2022</i>	Assessment of Tenders.
<i>27 May 2022</i>	Announcement of the award of the Contract.
<i>13 June 2022</i>	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
<i>17 June 2022</i>	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
<i>29 June 2022</i>	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

The aim of this study is to improve the understanding of the seabed morphology, morphodynamics and infrastructure-related scour potential at the IJmuiden Ver Wind Farm Zone. A description of the desired execution and performances can be found in the Annex 5 – Section III Scope of Work and Annex 7 Starting Points and Assumptions.

The seabed morphological study and the scour study for the IJWVWFZ (Site I - VI) are issued as a single assignment due to the large overlap that is perceived between these studies. It is anticipated that the same data (existing literature and results from the geophysical and geotechnical campaign from IJV) will be analyzed for both topics and there is a strong interface. For example the anticipated interaction between scour and bed form migration will need to be considered and described.

Details on the Work are provided in the following chapters of this Tender Document and in the accompanying Annexes:

Annex 5 - Contract Section I - Draft Agreement

Annex 5 - Contract Section II – Remuneration

Annex 5 - Contract Section III - Scope of Work

Annex 5 - Contract Section IV – Quality Requirements

Annex 5 – Contract Section V – General Government Terms and Conditions for Public Service Contracts (ARVODI-2018).

The main objectives of the assignment are:

1. Characterisation of the seabed morphology, bedforms and associated features and morphodynamics across the IJmuiden Ver Wind Farm Zone (Sites I-VI), including potential interaction between the individual IJV sites (Site I-II; Site III-IV and Site V-VI) that are to be tendered by RVO for development.
2. Assessment and interpretation of the surficial sedimentology and shallow geology across the IJmuiden Ver Wind Farm Zone IA, focused on the implications for sediment transport and future morphological response of the seabed.
3. Assessment, prediction and quantification of the likely spatiotemporal variability in seabed levels across the IJmuiden Ver Wind Farm Zone IA over the proposed life cycle of a wind farm to support the design; installation; and maintenance of wind turbines; substations; and their foundations; and inter array cables.
4. Utilising the hydro-sedimentary process understanding developed in delivery of Main Objectives 1–3, identify and categorise (based on the scour magnitude and extent) the IJmuiden Ver Wind Farm Zone (Sites I-VI) in relation to the scour potential that may be anticipated as a result of the installation and long-term presence of typical wind farm infrastructure.
5. Provide an overview of potential scour mitigation measures deemed applicable and appropriate at the IJmuiden Ver Wind Farm Zone (Sites I-VI) for different wind farm infrastructure types.

Point of attention:

The work should commence immediately after starting date of the contract. Draft reporting is required to be issued no later than **20 January 2023** [Ultimate Date]. However, the preferred delivery date for the Draft reporting is the **23 November 2022** [Desired Date] (See Annex 5 – Section III Scope of Work). The preferred date is based on: Final delivery of all Geophysical reports and data sets + **40** calendar days. The Ultimate Date needs to be achieved in order to have certification ready by **1 April 2023**. The draft report will then be reviewed by RVO within 10 working days and the Contractor is required to issue the final draft 10 working days after receipt of comments from RVO. Final comments by RVO will be issued within 5 working days. The Final report should then be issued within 5 working days following receipt of the latest comments from RVO.

2.2 Lots

The invitation to tender has not been divided into lots, because of the nature of the work. The seabed morphological study and the scour study for the IJWVFZ (Sites I - VI) are issued as a single assignment due to the large overlap that is perceived between these studies. It is anticipated that the same data (existing literature and results from the geophysical and geotechnical campaign from IJV) will be analysed for both topics and there is a strong interface. For example the anticipated interaction between scour and bed form migration will need to be considered and described.

2.3 Contract Period

The Contracting Authority intends to conclude the Contract for the period from June 2022 to 31st of July, 2023.

2.4 Scope of the assignment

The Tendering Authority has estimated the total contract value between EUR 90.000,- and EUR 135.000,- (exclusive of VAT).

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

It is possible that the services specified in the contract 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 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.

3.1 Requirements relating to the execution of the Work

1. Tenderer is willing and able to execute the 'Work' regarding the supply of a Seabed Morphological and Scour Study and Assessment that needs to be carried out under the Agreement. 'Work' means all the activities that the Contractor is required to carry out in accordance with the provisions of the Contract including the provision of all materials, services and equipment to be rendered in accordance with this Contract.
2. Tenderer complies with the requirements as described in 8. Annexes

3.2 Requirements relating to the starting date

The seabed morphological and scour study will preferably commence as early as end of June 2022 and not later than the 15th of July 2022. A technical Kick-off meeting will take place within two weeks after the starting date of the Contract. For part of the investigation area (IJV WFS V-VI) the Tenderer will need to make use of preliminary input data (see documents 'Scope of work Morphodynamical and Scour Study' and 'Starting points and assumptions'):

- The final tranche of geotechnical data as defined in 'Scope of work Morphodynamical and Scour Study' for part of the investigation area (i.e. IJWFS V-VI) will arrive not earlier than the first half of September and not later than the second half of October 2022.
- The final tranche of geophysical data for part of the investigation area (i.e. IJWFS V-VI) will arrive not earlier than the first half of October and not later than the last half of November 2022.

3.3 Requirements to the execution of the assignment

- The project should be managed by an expert with at least 5 years of experience in morphodynamics who has been involved with the performance and delivery of at least 5 morphodynamic and/or scour assessment projects.
- The project delivery team will not contain more than 8 experts (including the project manager and possible backup). If more than 8 experts are provided only the first 8 will be assessed.
- All members of the project team should have experience with at least one morphodynamic and/or scour study performed for an offshore wind farm.
- Supplier must comply with the requirements as provided in the documents 'Scope of work Seabed Morphological and Scour Study' and 'Starting points and assumptions'.
- The draft reports based on partially preliminary data should be provided no later than 20 weeks following project technical Kick Off meeting (tenderers project plans should clearly reflect this timeframe for delivery). Final reports should preferably be provided 6 weeks, and no later than 8 weeks, after receipt of all final data by the contractor.
- Variations in personnel to those proposed in the bid after commencing the contract are subject to approval by RVO. Any variation must as a minimum provide the same or better qualification as proposed in the Offer. Assessment of the variation according to the

relevant award criteria in Chapter 5 must be compliant with the awarded score of the original Offer.

3.4 Requirements relating to the prices/rates

- 3.4.1 By completing Annex 3 Tenderer gives an overview of rates for executing the Work under the Agreement. Bandwidths will not be accepted.
- 3.4.2 Prices lower than EUR 90,000 or higher than EUR 135,000 will be set aside by the Contracting Authority and will not qualify for award of the Contract
- 3.4.3 The offered prices and rates are excluding VAT.
- 3.4.4 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and any travel and accommodation expenses expected.
- 3.4.5 The Tenderer will not submit any zero or negative prices/rates.

3.5 Tax-related requirements

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 Tenderer is 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.
- 3.5.5 Tenderer guarantees that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.5.6 Tenderer indemnifies 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.

3.6 Invoicing requirements

- 3.6.1 The payment schedule applicable to the Contract is described in Annex 5 - Contract Section II – Remuneration.
- 3.6.2 **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 the following ways:

- The invoicing portal of the Dutch government
- E-invoicing with your own (accounting) software package through Peppol
- E-invoicing through a service provider.

More information on e-invoicing can be found here:

<https://www.helpdesk-efactureren.nl/e-facturen-versturen>

Questions concerning e-invoicing via the invoicing portal can be sent to:

helpdesk-efactureren@rvo.nl, tel 088-0424400, optie 2.

Questions concerning E-invoicing with your own (accounting) software package through Peppol can be addressed to: operations@peppolautoriteit.nl, tel 020-3697653.

For companies not established in the Netherlands

The paragraph concerning e-invoicing does not apply to companies established 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'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

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

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 the annex '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 Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

- 1) Capability to undertake morphological assessment of offshore sites including the use of site-specific geophysical and geotechnical data, of at least one inter-array and/or export cable site and at least one wind farm site;
- 2) Capability to undertake scour potential assessment at offshore sites including the use of site-specific geophysical and geotechnical data of at least one wind farm site.

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 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 30,000 per competency assignment. 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.

Evidence (please submit together with the Tender by filling in Annex 6 Reference contracts):

You can only provide 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 total value of at least EUR 30,000 per competency assignment.

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.

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 or preferences. The Tenders are assessed on the basis of 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.

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.

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

Paragraph number	Subject	Maximum number of points to be obtained
	Quality	
5.2	Clarity of approach and extent to which the Scope of Work is fulfilled	25
5.3	Approach to Project Quality Management	15
5.4	Project Team and Track Record	20
5.5	Planning and Feasibility	15
	Price	
5.6	Prices/rates	25
	Total	100

5.2 Award criteria with respect to Clarity of approach and extent to which the Scope of Work is fulfilled

In your Proposal please provide a detailed description of the extent to which the methodology of the proposed analysis contributes to the scope of work to be executed. Here, you provide a clear description of the approach, analyses to the objectives to be performed, and results of the work to be delivered, based upon the specified Scope of Work of this assignment.

This criterion concerns the quality Here the following aspects will be assessed:

1. The extent to which the Proposal gives insight into a clear understanding of the assignment, the clarity of the descriptions on the methodology, modelling approach, proposed analyses, and the amount of background information for the applicability of the method for the IJV WFZ

5.3 Preferences with respect to Approach to Project Quality Management

In your Proposal please provide A Project Quality approach with a description of controls, risks inventory and risk mitigation plan. This criterion concerns the Tenderer's approach to Project Quality Management for this commission (including all elements as described in Annex – 5 – Section IV Quality Requirements). The following aspects will be assessed:

1. The completeness and level of detail provided in the Tenderer's Proposal

5.4 Award criteria with respect to Project Team and Track Record

Your Proposal should contain the following:

- Information regarding the track record and experience of the project delivery team:
 - CVs of the dedicated project manager (also the project supervisor) and project team members (including an organogram) and a description of their roles and responsibilities within the delivery of the project. A CV should be provided for each team member, the length of which shall be a maximum of 3 A4 pages (minimum font size 10 point) per person (any information beyond 3 pages will not be evaluated).
 - Reference project lists of the proposed project delivery team members: (it is mandatory to fill in Annex 4) in the last 5 years. The experience of the proposed project team should apply to the staff members who will actually deliver the services requested.
 - List of reference journal and/or conference publications of offshore morphodynamic research in the past 10 years of project delivery team members. This should also be completed in Annex 4.

This award criterion concerns the track record and experience of the proposed project team. It is evaluated based on Annex 4 – Track record and experience of project team. The CVs (**the first 3 A4 pages per CV will be assessed**) will be used to check data provided in the excel sheet (Annex 6). Here the following aspects will be assessed:

1. The experience of the project manager with managing a seabed morphological and scour study for an offshore wind farm of substantial size in the North Sea or comparable settings.
2. The overall experience of the team members in executing a seabed morphological and scour study of substantial size in the North Sea or comparable settings. Also the team composition (including possible back up) will be assessed within this preference
3. The nature and quality of offshore morphodynamic and/or scour study publications of the project team.

5.5 Award criteria with respect to Planning and Feasibility

Tenderer is requested to provide a comprehensive project plan and associated time schedule for performing the works showing all activities, their duration and delivery dates. The impact of final data delivery (for IJV V-VI) by client mid-project for part of the investigation area (IJV V-VI) should be considered and accounted for in this planning (see Scope of Work for information relating to schedule for data delivery for IJV V-VI).

The project plan and measures to ensure that the time schedule can be achieved must be described in a separate section of the project plan. This section of the project plan will also be evaluated and scored. For the minimum requirements of the project planning, see section 3.2.

The Tenderer is asked to provide a Gantt chart with a detailed time schedule, clearly stating which deliverable is expected when. It should be made clear by the Tenderer what mitigation will be put in place to ensure preliminary reports are provided in the second half of October and final reports delivered not later than 8 weeks following receipt of all final geotechnical and geophysical data.

The following aspects will be assessed:

1. The extent to which the time schedule is SMART and complete
2. The mitigations in place for making sure the suggested time schedule is feasible

5.6 Award criteria with respect to Prices/rates

This preference concerns the price. To determine the score of the tenderer for this criterion, the following formula is used:

- Price (P) below € 90,000: **disqualification**;
- Price (P) between € 90,000 and € 135,000: a score between 0 and 25 points, for which $\text{score} = 25 - (25 * ((P - 90,000) / (135,000 - 90,000)))$;
- Price (P) above € 135,000: **disqualification**.

For clarity, the assessment will be based on the price exclusive of VAT. The obtained score will be rounded to one decimal. Disqualification means that offers will be set aside by the Contracting Authority and will not qualify for award of the Contract.

5.7 Award methodology

It is indicated above which assessment criteria will be applied and what the *maximum* number of points is to be awarded per criterion. This allows Tenderer to deduce which points for attention of a criterion are very important and which are less important.

The members of the assessment team will use the following scale in the assessment of the mentioned the quality criteria.

Assessment of quality:

Quality of the response	Weighting percentage of the maximum points available per preference
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 criteria 5.2, 5.3, 5.4 and 5.5 a minimum of 60% of the maximum number of points should be obtained. Offers that 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 criterion '5.2 Preferences with respect to Clarity of approach and extent to which the Scope of Work is fulfilled'. In the event that the highest scoring Tenderers also achieve an equal score for this criterion, 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.

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 (and possible consortium partners and/or subcontractors) 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 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 Communication

All communication relating to this tender procedure will be conducted via TenderNed (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):

Mr. Yassine Ouarghi, Procurement Advisor, via 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 (+31 703798899, when calling from abroad) or via servicedesk@tenderned.nl. You can also consult <https://www.tenderned.nl/cms/voor-ondernemingen> or <https://www.tenderned.nl/cms/english/tenderned-foreign-businesses>.

7.3.2 eHerkenning

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

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

Visit <https://www.tenderned.nl/cms/voor-ondernemingen/starten-met-tenderned/eherkenning-gebruiken#> for more information about eHerkenning, including the terms and conditions. You are

responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The 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/voor-ondernemingen> or
<https://www.tenderned.nl/cms/english/submitting-tender-open-procedure>.

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. Any costs or damages that (may) arise as a result of not awarding this tender, are for the account and risk 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)

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

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (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](https://www.government.nl/documents/publications/2021/03/10/suppliers-guide-information-security-and-privacy-ezk)

(<https://www.government.nl/documents/publications/2021/03/10/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.

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 Commission

(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/voor-ondernemingen> or <https://www.tenderned.nl/cms/english/tenderned-foreign-businesses>. 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 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.

Location	Description	Action required from tenderer
Annex 2	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 6	List of Reference Contracts	Fill in and add to Tender
Section 5 Award Criteria and Assessment	Add a response to each of the Contracting Authority's award criteria in Section 5 of the Tender Document	Add to TenderNed
Section 5.4 Track record Annex 4	Track record and experience of project team	Fill in and add to TenderNed
Section 5.4	CVs of the dedicated project manager and other project team members	Add to TenderNed
Section 5.5 Annex 3	Rates and prices	Fill in and add to TenderNed

* See Subsection 7.3.17 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, either an original handwritten signature, or 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 (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- 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, see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

The subcontractor on whose capacity the principal contractor *does* rely must provide the evidence requested for the Tender.

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 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.

8. Annexes

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

Annex 1	Complaints procedure
Annex 2	European Single Procurement Document (ESPD)
Annex 3	Rates and prices
Annex 4	Track record and Project team
Annex 5 - Section I	Draft Agreement
Annex 5 - Section II	Remuneration
Annex 5 - Section III	Scope of Work
Annex 5 - Section IV	Quality Requirements
Annex 5 - Section V	Arvodi 2018 (General Government Terms and Conditions)
Annex 6	List of reference contracts
Annex 7	Starting Points and Assumptions
	Annex to Starting Points and Assumptions -IJV_20220304_RVO_MOR_IA (Map Package)
	Annex to Starting Points and Assumptions - IJV_20220304_RVO_MOR_IA (PDF)
	Annex to Starting Points and Assumptions - IJV_20220304_RVO_MOR_IA_Coordinates