Tender Document

Invitation to tender in accordance with the European open procedure for the Supply of Metocean data at IJV (IJmuiden Ver) Investigation Area

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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 (*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 metocean data at IJmuiden Ver Investigation Area (IJV IA).

You are hereby invited to submit a Tender based on 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 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.

Additionally, the Dutch Government is preparing for an 'add on roadmap', towards additional offshore wind capacity (See: Offshore wind policy update (rvo.nl)), for which a new 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 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.

The objective of this tender is to conclude an agreement with a Tenderer or Tenderers who is/are able to carry out the metocean measurements required to obtain validated metocean measurement data at IJV IA.
These metocean data will be made available to all potential bidders for offshore wind farms in the Netherlands. The tender is divided into two (2) lots:

Lot 1: Provision of validated measured metocean data at IJV IA, starting date Q1 2022
Lot 2: Provision of validated measured metocean data at IJV IA, starting date Q2 2022

For each lot, 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 by the Contracting Authority and specified in this Tender Document and the Scope of Work.

1.3 Time schedule

The schedule below applies to this tendering process.

October 1, 2021	Issuing of publication, start of tendering period.
October 22, 2021 10:00 AM 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).
November 1, 2021	Issuing of Memorandum of Information
November 15, 2021, 01.00 PM CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
week 46 up to and including week 49, 2021	Assessment of Tenders.
December 15, 2021	Announcement of the award of the Contract.
January 12, 2022	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
January 12, 2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
January 19, 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

The Work concerns the provision of validated meteorological and oceanographic measurement data at IJV IA.
The data are to be obtained by means of two field measurement campaigns using instruments fixed on floating systems. Each of the field measurement campaigns consist of three measurement systems; two measuring systems and one spare system. The measurements comprise parameters such as wind speed, wave heights, ocean currents and water levels.

Details on the Work are provided in the following chapters of this Tender Document and in the 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 - ARVODI-2018
Annex 5 - Contract Section V – Quality Requirements
Annex 5 - Contract Section VI – HSE Requirements

The objective of these measurements is to reduce the uncertainty of the metocean data at IJV IA through field measurements. The resulting measurement data will be disclosed through the Contracting Ay'sAuthority's communication channels..
The datasets should allow to:

- carry out more accurate calculations of the annual energy production;
- calibrate and/or validate metocean models available for the wind farm design.

It is anticipated that more accurate metocean data will lead to a lower risk surplus and therefore lower cost of capital in the business case of an offshore wind farm, thereby reducing the project costs.

For each measurement campaign two floating systems will be deployed and a third dedicated spare system is required. This is because it is assessed that for the floating systems currently on the market, a redundancy (data-availability) of 100% cannot be guaranteed. In order to enable the possibility of "gap-filling", two systems will be deployed. In order to further ensure data availability, Tenderers must have a spare system available, ready to be deployed in case of operations, maintenance, damage, loss, etc. of one of the floating measuring systems.

2.2 Lots

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

Lot 1: Provision of validated measured metocean data at IJV IA, starting date Q1 2022
Lot 2: Provision of validated measured metocean data at IJV IA, starting date Q2 2022

Tenderers can apply for either Lot 1 or Lot 2 or for both Lots, and can therefore be awarded one or two lots.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for the period of January 19, 2022 to 31 December 2025 for lot 1 with one Tenderer and a Contract for the period of January 19, 2022 to 31 December 2025 for lot 2 with one Tenderer. Both end dates allow the possibility to answer questions from the end users.

The measurements for Lot 1 are to be carried out for a period of 24 consecutive months, with a preferred starting date in 1st quarter 2022. The ultimate starting date is set at 31th of May 2022 at the latest.

The measurements for Lot 2 are to be carried out for a period of 24 consecutive months, with a preferred starting date in 2nd quarter 2022. The ultimate starting date is set at 31th August 2022 at the latest.

2.4 Scope of the assignment

The Tendering Authority has estimated the contract value of each lot at EUR 2,900,000, with a maximum value of EUR 4,600,000 (exclusive of VAT).
The total contract value of this tender is therefore estimated at EUR 5,800,000 (exclusive of VAT), and a total maximum contract value of EUR 9,200,000 (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.

Options
The following two scenarios may take place;

a) Measuring campaign goals are sufficiently met (sufficient data have been collected) after 12 months of consecutive measurements at one or both of the measurement campaigns and
b) priorities are redefined for measuring campaigns in different wind farm zones due to the adaptation of the 'add on roadmap' (see 1.2)

In case that one (or both) of those two scenario's occur, a relocation to a nearby ('new') location within the IJV IA is anticipated. It is possible that after relocation a 24 month measurement campaign at the new location is required.

On the condition that one of the two abovementioned scenario's occurs, followed by a transfer towards a new location, RVO will have the option to extend the total duration of (one or both) of the measurement campaigns. The total contract will then consist of (12+24=) 36 months of measurements and 2 relocations of a system. The same conditions (see remuneration) will apply to those additional months. Minimum duration is therefore 24 months of measurements, maximum is 36 months of measurements for each campaign.

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 metocean data 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
   Annex 5 – Contract Section I – Agreement
   Annex 5 - Contract Section II – Remuneration
   Annex 5 - Contract Section III - Scope of Work
   Annex 5 – Contract Section IV – ARVODI-2018
   Annex 5 - Contract Section V - Quality Requirements
   Annex 5 - Contract Section VI – HSE Requirements

3. To the extent necessary for the execution of this Contract, the Work shall be carried out in accordance with the valid required permits and in compliance with the prevailing environmental laws and regulations.

4. The measurement of wind data must be performed with two independent floating measurement systems (each equipped with a LiDAR) capable of measuring wind profiles to a height of 250 m above sea level. One spare system should be made/held available. Further details can be found in Annex 5-III Scope of work.

5. Validation of the Lidar measurements must be performed by an independent party, to be proposed by the Tenderer, and to be assessed by the Contracting Authority. Validation of the wave measurements must also be provided. Further details can be found in Annex 5-III Scope of work.

3.2 Requirements relating to Materials and Equipment

1. Materials and equipment or parts thereof provided by the Tenderer shall comply with the requirements in Annex 5 – Section III Scope of Work.

2. The materials and equipment used for the purpose of executing the Work comply with the specifications that are included in the Offer of the Contractor, unless the Contracting Authority has given permission in writing to use other materials and equipment. Together with the Offer Tenderer should submit evidence that he can offer the equipment and materials required for the Work.

3. The Floating LiDAR systems must be at least in the pre-commercial stage according to the Carbon Trust Offshore Wind Accelerator Roadmap[1] and dedicated other instrumentation must have a track record to measure oceanographic data.

4. The measuring systems have been independently validated according to the requirements as described in the Scope of Work (2.4 Validation).

   For Lot 1 and Lot 2: **the Type validation report of the wind Lidar measurements from the system to be used must be part of the Offer**. The Type validation of the wind Lidar measurements must meet the criteria for Type Validation according to the Carbon Trust Offshore Wind Accelerator Roadmap[1] If this Type Validation report is not available or does not comply with the requirements your Offer will be excluded from the tender.

   For Lot 1 and Lot 2: **validation of the wave measurement system to be used must also be part of the offer**. If evidence of validation of the wave measurement system is not available the offer must include a plan for undertaking validation of the wave measurement system prior to the measurement campaign commencing. If validation of the wave measuremet system is not available or a plan for validation of the wave measurement system is not provded your Offer will be excluded from the tender.

3.3 Requirements relating to the starting date

1. For Lot 1: Tenderer is willing and able to start the measurements with two systems and provide a third spare system at IJV IA by the 31st of May 2022 at the latest or earlier as offered by the Tenderer.

2. For Lot 2: Tenderer is willing and able to start the measurements with two systems and provide third spare system at IJV IA area by 31st August 2022 at the latest or earlier as offered by the Tenderer.

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 The offered prices and rates are excluding VAT.

3.4.3 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

3.4.4 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

[1] The Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology (Version 2.0, 9th October 2018) https://www.carbontrust.com/resources/roadmap-for-commercial-acceptance-of-floating-lidar

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 requirements concerning reference data are the same for each lot.
The Tendering Authority has set the following core competences, which demonstrate experience with essential aspects of the assignment:

- Capability to provide meteorological measurement data by means of a floating measurement system equipped with LiDAR;
- Capability to provide oceanographical data by means of a floating measurement system equipped with appropriate instrumentation to measure waves, currents and water levels.

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 500,000. 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 2 Reference contracts): 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 total value of at least EUR 500,000. 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.

4.3.4 Environmental protection (technical qualifications)

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

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

Or:

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

In the event that your Tender involves a collaboration between organisations, see Section 7: '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 environmental protection requirements can be demonstrated by means of:

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

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

4.4 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 for each Lot.

In case you apply for two lots, you must submit the requested response/documents for each lot separately.

Paragraph number	Subject	Maximum number of points to be obtained
5.2	**Quality**	
5.2.1	Project Documentation	25
5.2.2	Data provision chain and data validation	20
5.2.3	Project team	15
5.2.4	Time schedule and starting date	10
5.2.5	Sustainability and Ecology	3
5.2.6.	Social Return on Investment	2
5.3	**Price**	
5.3.1	Prices/rates	25
	Total	100

5.2 Quality criteria

5.2.1 Preferences with respect to Project Documentation

Tenderer is requested to provide project documentation detailing Tenderer's approach regarding the execution of the Work, consisting of a Project Execution Plan (PEP), a Project HSE Management Plan and a Project Quality Plan (PQP). As reference for this approach we refer to Annex 5 – Section III Scope of Work and Annex 5 - Section V HSE requirements.

- The data provision chain must be described in a separate section of the PEP. This section of the PEP will be evaluated and scored under 5.2.2 and not as part of 5.2.1. All steps in the data provisioning chain and procedures followed must be documented, open and reproducible, in such a way that validation and quality of the data can be checked and assessed by the Contracting Authority or others.
- The time schedule and measures to ensure that the time schedule can be met must be described in a separate section of the PEP. This section of the PEP will be evaluated and scored under 5.2.4.
  The Project Documentation will be assessed according to the criteria below.

Maximum number of points to be obtained	Assessment criteria
9	Project Execution Plan (PEP) The PEP is assessed by the following aspects jointly to the extent to which: • It adequately provides a project-specific description of all elements as required to be included under the provisions of the Contract (including Annex 5, Section III); • A comprehensive inventory of the risks that have an impact on project management aspects (e.g. scope, planning, financial aspects) of the works has been made and the identified risks are worked out completely/ comprehensively (all relevant aspects as required by Annex 5, Section III are included) and the defined risks/activities are relevant; • The project execution plan is detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related); • The intended data processing, analysis, interpretation, validation and reporting methodologies are outlined to demonstrate to what extent the Scope of Work is fulfilled, and • The deliverables are outlined in sufficient detail to demonstrate to what extent the Scope of Work is fulfilled: • A dedicated section in the PEP detailing the methods and requirements relating to system deployment, system maintenance visits and system retrievals/decommission.
8	Project HSE Management Plan The Project HSE Management Plan is assessed by the following aspects jointly to the extent to which: • It adequately covers all elements as required to be included under the provisions of the Contract, including Annex 5, Section V; • A comprehensive inventory of the risks that have an impact on Health, safety and/or environment aspects of the works are worked out completely/comprehensively and the defined risks/activities are relevant, with sections specifically dealing with risks associated with deployment, operation and maintenance, and retrieval of the proposed system, and include mitigating actions for each identified risk. • The project HSE Management plan has been detailed and processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related).
8	Project Quality Plan (PQP) This PQP is assessed by the following aspects jointly to the extent to which • The Project Quality Plan adequately includes a project specific description of the elements as required to be included under the provision of the Contract, including Annex 5, Section III; • A comprehensive inventory of the risks that lead to a lower data quality or risks that have an impact on the quality of the deliverables of the campaign has been made and the identified risks are worked out completely/comprehensively (all relevant aspects as required by Annex 5, Section III are included) and the defined risks/activities are relevant; • The project quality plan has been detailed and QA/QC processes are described project specific and SMART (specific, measurable, acceptable, realistic and time-related); • The Project Quality Plan specifies instrument calibration procedures, raw data quality control procedures, data processing procedures,

	validation quality control/cross-checking procedures, and reporting and deliverables quality control and the proposed procedures are adequate.

5.2.2 Preferences with respect to data provision chain

Tenderer is requested to provide a separate section in the Project Execution Plan (PEP), which contains an overview of the data provision chain (i.e. data acquisition by means of two systems, processing of data and data delivery) which is going to deliver the data. This data provision chain will be assessed according to the criteria below.

Maximum number of points to be obtained	Assessment criterion data provision chain
10	<u>Measuring systems</u> This criterion is judged by assessing the following aspects jointly for the extent to which: • The proposed measuring systems within the scope of the Agreement are appropriate and suitable for carrying out the Work. Appropriate and suitable in this context means that each measurement system (including the LiDAR system) will be assessed by the level of track records, description of (the combination of) instruments, the interaction of the instruments, transmission system, data storage, robustness etc. including a well-proven and high system and data availability; • The Tenderer has given evidence that during an offshore measurement campaign it is able to provide a high availability and high data quality results • That the Tenderer has capability to quickly deploy the spare buoy and to remove, service and/or repair the measurement buoy.
10	<u>Quality of the data provision chain</u> This criterion is judged by assessing the following aspects jointly: • The Tenderer has fully described the different steps within the data provision (including post-processing on board or on land) chain and all steps and procedures followed are expected to be documented, open and reproducible, such that validation and quality of the data can be checked and assessed by Contracting Authority or others. • The Tenderer has fully worked out calibration procedures and pre-deployment checks of all instruments; • The Tenderer has fully worked out quality assurance of data logging & communication, and • The Tenderer has fully worked out the procedure to validate all main parameters with state-of-the-art references (like models for wind validations) and the proposed procedures are adequate; • The Tenderer has fully worked out the procedure to communicate and disclose the data and results via a webportal for the Client.

5.2.3 Preferences with respect to the project team

This criterion concerns the quality, experience and expertise of the proposed project team with offshore metocean measurements. The Contracting Authority requests the following information of the Tenderer as a base for the assessment.

- CV's of the dedicated project manager and other project team members. Reference project lists of the proposed team members (use provided excel file Annex 4). The experience of the

proposed project team should apply to the staff members you actually intend to use for the services requested. Please also specify an approach to replace the proposed team members with similarly qualified people, if needed to.

Maximum number of points to be obtained for	Project team
15	The assessment will be based on the extent to which the project team fits the needs of the Contracting Authority as specified in this document. This criterion is judged by assessing the following aspects jointly: • The composition of the team as a whole covers the knowledge and experience needed for the execution of the work. The assessment will be based on the description and motivation of the team composition. • The expertise of the project manager managing an offshore measurement campaign and of his back up(s); • The overall expertise of the team members executing a metocean campaign with floating measurement systems equipped with LiDAR; • The overall expertise of the team members executing a metocean campaign with floating measurement systems equipped with systems to measure oceanographic parameters. • The measures to ensure availability of skilled personnel. The assessment will be based on the description of the measures (incl. risk assessment) to ensure availability of skilled personnel.

5.2.4 Preferences with respect to the time schedule and starting date

For each applicable Lot, The Tenderer shall provide a realistic schedule by means of a fully worked out Gantt chart and propose a starting date for the offshore measurement campaign and elaborate on and motivate in detail his plans for realising this starting date in the Project Execution Plan."

The preferred starting date for Lot 1 is as soon as possible in Q1 2022, but ultimately 31st of May 2022 at the latest. Early feasible starting dates for Lot 1 will be awarded with extra points (see assessment of preference 5.5 c Lot 1).

The preferred starting date for Lot 2 is as soon as possible in Q2 2022, but ultimately 31st August 2022 at the latest. Early feasible starting dates for Lot 2 will be awarded with extra points (see assessment of preference 5.5 c Lot 2

Tenderer is requested to describe the measures to ensure that the time schedule can be met in a separate section of the PEP. This section of the PEP will be evaluated and scored under 5.5 and not as part of 5.2.

The time schedule should clearly indicate the first date of offshore measurements and an implementation plan describing steps to achieve this date. The time schedule should include sufficient time (10 working days for the first revision and 5 working days for each subsequent revision) for reviewing the documents (PEP, QHSE and PQP) by the Contracting Authority before the starting date of the measurements.

Note that with respect to the starting date, the risk of waiting on weather is for Contractor. It should be known that the starting date is a reference point for the payment schedule including calculation of mala.

Maximum number of points to be obtained	Assessment criterion time schedule and starting date
10	Assessment of this criterion will be based on a. The extent to which the time schedule is complete and SMART (2 points) b. The feasibility of the proposed starting date (2 points) c. The proposed starting date (6 points)

5.2.5 Preferences with respect to Sustainability & Ecology

For each applicable Lot, The Tenderer shall provide a description of Sustainability measuresof the measurement campaign in a separate chapter in the Project HSE Management Plan

Maximum number of points to be obtained	Assessment criterion Sustainability
3	This criterion is judged by assessing the following aspects for the extent to which: • The measurement campaign allows an efficient campaign with minimum (CO_2 and NO_X) emissions and the deployment and recovery vessels, and/or the measurement systems are partly powered by forms of renewable energy (e.g. wind, solar, biofuel); • Measures are taken to minimize the loss of equipment within the IJV IA • Measures are taken to minimize the use of materials that may have a negative impact the environment (e.g. antifouling, oil leakage). • Measurements are performed for environmental parameters to support ecological knowledge (, and to think of salinity, oxygen content).

Preferences with respect 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 Social return explained | PIANOo - Dutch Public Procurement Expertise Centre 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 in a separate chapter in the Project HSE management Plan (maximum 1 A4 page).
•In this Plan you indicate how much you can spend on social return. The percentage concerns the percentage of the wage bill of the Agreement;
•You describe how you will implement social return.

Maximum number of points to be obtained	Assessment criterion Social Return on Investment
2	This criterion is assessed on the extent to which the Plan of Action Social Return is concrete and realistic.

5.3 Preferences with respect to Prices/rates

Tenderer is requested to complete the schedule of rates and prices format in Annex 3 which Tenderer specifies the prices and rates that apply to relevant parts of executing the Work under the Agreement. The prices and rates are excluding VAT.

Maximum number of points to be obtained	Price for providing two metocean data sets measured by two measuring systems for a period of 24 months
25	In Annex 3 the Tenderer provides an All-inclusive monthly fee for the provision of meteorological and oceanographic data, including waiting on weather and reporting (at 100% availability of whole dataset) by means of two systems and one fit for purpose spare system. The tenderer also provides the price for relocations of each of the systems.

5.4 Award methodology

It is indicated in the preferences which assessment criteria will be applied and what the *maximum* number of points is to be awarded per criterion. This allows Tenderer to deduce which points for attention of a preference are very important and which are less important.
The members of the assessment team will use the following scale in the assessment of the mentioned criteria for 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 each preference in § 5.2.1, 5.2.2, 5.2.3 and 5.2.4 a and b 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.

Assessment of criterion 5.5 c Lot 1 will be based on

the proposed starting date

a. Before 1st of March, 2022: 6 points;
b. between (and including) March 1st and March 31st 2022: 4 points
c. between (and including) April 1st and April 30th 2022: 2 points
d. on or after May 1st 2022: 0 points

The latest possible starting date is 31st of May 2022.

Your Offer will be excluded from the tender if your proposed starting date is after 31st of May 2022.

Assessment of criterion 5.5 c Lot 2 will be based on

the proposed starting date

a. Before 1st of June, 2022: 6 points;
b. between (and including) June 1st and June 30th 2022: 4 points
c. between (and including) July 1st and July 31st 2022: 2 points
d. after August 1st 2022: 0 points

The latest possible starting date is 31st of August 2022.
Your Offer will be excluded from the tender if your proposed starting date is after 31st of August 2022.

As for criterion 5.3.1

To determine the score of the tender for the criterion Price, the following formulas are used:

For each Lot:
Contract Price = All-inclusive monthly fee for the provision of meteorological and oceanographic data, including waiting on weather and reporting, by means of two measurement systems * 24 calender months of data + 2 assumed relocations;

A. P between € 0 and € 2,300,000: score = 25 points;
B. P between € 2,300,001 and € 4,600,000: a score between 0 and 25 points, for which score = 25-(((P-2,300,000)/(4,600,000-2,300,000))*25 points;
C. P higher than € 4,600,000 excl. VAT will be excluded from the Tender 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 subcriterion '5.2.1 Project Documentation'. 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.

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):
Ms. Liesbeth de Man, 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 or via servicedesk@tenderned.nl. You can also consult the eHandbook via http://www.tenderned.nl/egids/.

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit http://www.tenderned.nl/eherkenning-en-tenderned-0 for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The 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)
- 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)

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/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 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 confidentional 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.

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

Location	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	List of Reference Contracts	Fill in and add to Tender
3.2, point 2	Evidence that Tenderer can offer the equipment and materials required for the Work	Add to Tenderned
3.2, point 4	Type validation report of the wind Lidar measurements from the system to be used.	Add to TenderNed
3.2, point 4	Validation report of the wave measurement system to be used	Add to TenderNed
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 5.2.3 Track record Annex 4	Track record and experience of project team	Fill in and add to TenderNed
Section 5.2.3	CV's of the dedicated project manager and other project team members	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, eithereither 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, 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 <u>are</u> 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 <u>*not*</u> 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 <u>*does*</u> 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 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	List of reference contracts
Annex 3	Rates and prices
Annex 4	Track record and experience of project team
Annex 5 - Section I	Draft Agreement
Annex 5 - Section II	Remuneration
Annex 5 - Section III	Scope of Work
Annex 5 – Section IV	Arvodi 2018 (General Terms and Conditions)
Annex 5 - Section V	Quality requirements
- Annex to Quality Requirements – Template Contractor Technical Query	
- Annex to Quality Requirements – Template Document Review Form	
Annex 5 – Section VI	HSE requirements
Annex 6	Starting points and Assumptions
Annex 7	Complaints procedure

Other information:
Example monthly data availability calculation
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