



Tender Document

Invitation to tender in accordance with the European open procedure for the execution of services by Offshore Client Representatives at Various Sites

Publication date:	August 15, 2022
Status:	final
Reference:	202206068

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Definition of terms

Tendering authority	The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, 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)
ARVODI-2018	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	The Tender that achieves the highest definitive total score based on the Lowest Acceptable offer
Lowest acceptable offer	Only the Tenders that achieve the required minimum score on the quality award criteria will be assessed on price. This method is described in paragraph 6.4
Suitability requirements	The requirements which Tenderers must comply with in order to be eligible to win the tender
Tenderer	An entrepreneur or entrepreneurs who has/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) – part of the Netherlands Enterprise Agency (RVO), which in turn is part of the Ministry of Economic Affairs and Climate Policy – who 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
Contract	The written agreement between the Contracting Authority

	and the Contractor in which the conditions of the assignment are laid down
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 (ESPD)	A statement in which the Tenderer declares his compliance with the requirements specified in this document

Specific terms

Client	The Netherlands Enterprise Agency (RVO)
Offshore Client Representative (OCR)	Representatives of the Netherlands Enterprise Agency during soil investigations at sea
NW WFZ	Nederwiek Wind Farm Zone
NW (zuid)	Nederwiek (zuid)
NW (noord)	Nederwiek (noord)
HKW WFZ	Hollandse Kust (west) Wind Farm Zone
IJV WFZ	IJmuiden Ver Wind Farm Zone
WORK	All the work that the CONTRACTOR is required to carry out in accordance with the provisions of the Contract, including the provision of all materials, services and equipment to be rendered in accordance with the Contract.

1. Introduction

This Tender Document contains information regarding this invitation to tender conducted in accordance with the European open procedure for the execution of services by Offshore Client Representatives (hereafter OCR) for the Geophysical Survey at:

- Nederwiek WFZ

and for the Geotechnical Survey at:

- Nederwiek WFZ
- IJmuiden Ver WFZ
- Hollandse kust (west) WFZ

More general information about the WFZ can be found in annex 9, Starting Points and Assumptions.

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

1.1 Tendering Authority and Procurement Office (IUC-EZK)

This tendering process is being conducted by the Netherlands Enterprise Agency (in Dutch: Rijksdienst voor Ondernemend Nederland, RVO).

The Procurement Office of Inkoop Uitvoering Centrum EZK (IUC EZK) will act as process manager during this tendering process.

The Netherlands Enterprise Agency encourages entrepreneurs in sustainable, agricultural, innovative and international business. It helps with grants, finding business partners, knowhow and compliance with laws and regulations.

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

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

1.2 Reason for this invitation to tender

In 2018, 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. To achieve this energy production, approx. 11,5 GW of offshore wind capacity is required. 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.

In 2020 a more ambitious goal has been announced with the aim of a CO₂ reduction of 55% compared to 1990. To meet this goal an additional 10 GW of offshore wind capacity is added to the roadmap. The aim is to have the total 21 GW offshore capacity operational around 2030. For this purpose the Dutch Government assigned three additional Wind Farm Zones; Nederwiek, Lageland and Doordewind.

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

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

Developers can apply in tenders for the permits to build and operate a wind farm according to a Wind Farm Site Decision. Winners of these permit tenders will be granted a permit and a grid

connection to the mainland. RVO is responsible for the site data, which can be used for the preparation of bids for these tenders.

The objective of this tender is to conclude a Contract with two Tenderers who are able to provide OCR's to monitor the geophysical and geotechnical investigations required to improve the bathymetrical, morphological, archaeological and geological understanding and identification of objects at Nederwiek WFZ, IJmuiden Ver WFZ and Hollandse Kust (west) WFZ. This information must be suitable as input for scoping and preparing geotechnical site investigations and for integration into a Ground Model of sufficient quality to progress the design and installation requirements for offshore wind farms, including, but not limited to foundations and infield cables. The information from the investigation will be made available to all potential bidders for offshore wind farms in the Netherlands.

The Client intends to conclude a Contract with the Tenderers who have submitted the most economically advantageous tender (based on the lowest acceptable bid). The future Contractors, as well as the services/products to be performed/delivered by the Contractors, must fulfil the terms and conditions to be set by the Client and specified in this Tender Document.

For this tender reference is made to the Tender for the Geophysical Survey Contractor and Geotechnical Survey Contractor. The Client Representatives are requested to be present at the vessels or site of the Geophysical survey Contractor or Geotechnical survey Contractor during the execution of the works in order to monitor the services by the Contractor as presented in the Scope of Work of this tender. [Link to Geophysical tender 2D](#), [link to Geophysical tender 3D](#) and link to the [link to Geotechnical tender](#).

1.3 Time schedule

The schedule below applies to this tendering process.

August 15, 2022	Issuing of publication, start of tendering period.
September 9, 2022, (before 13:00 hours CEST)	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
September 21 , 2021	Issuing of Memorandum of Information
October 3, 2022 (before 13:00 hours CEST)	Deadline for the receipt of Tenders and opening them by the Tendering Authority.
October 3, 2022 up to and including November 1, 2022	Assessment of Tenders.
November 2, 2022	Announcement of the award of the Contract.
November 15, 2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
November 23, 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.
December 5, 2022	COMMENCEMENT DATE OF CONTRACT

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

2. Description of assignment

2.1 Description and objective of the assignment

This tender is divided into two lots. lot 1 requests OCR's to be present at the vessels or site of the Geophysical surveys. lot 2 requests OCR's to be present at the vessels or site of the Geotechnical surveys. The OCR's should monitor if the services/products to be performed/delivered by the geophysical and geotechnical contractor are executed respecting the applicable HSE and Quality requirements and respecting the scope and conditions of the contract.

2.2 Lots

The invitation to tender has been divided into two lots.

Lot 1: OCRs for the Geophysical Survey. The Geophysical survey consists of the following aspects;

- High resolution bathymetric and backscatter survey;
- High resolution side scan sonar survey;
- Magnetometer survey;
- Shallow Penetration Sub-Bottom Profiler (SBP) survey;
- 2D Multi-Channel Ultra High-Resolution Seismic (2D-UHRS) profiling survey;
- 3D Multi-Channel Ultra High-Resolution Seismic (3D-UHRS) profiling survey;
- Seabed Sampling (geoscience or grab sampler);

Lot 2: OCRs for the Geotechnical Survey. The Geotechnical survey consists of the following aspects:

- Seabed cone penetration tests (CPT) using standard piezocones (PCPT) and seismic cones (SCPT);
- Dissipation tests during seabed PCPT;
- Thermal conductivity testing using a thermal cone penetrometer, FIELAX Vibroheat or similar as proposed by the Survey Contractor;
- Vibrocore sampling;
- Ecological box coring and water sampling;
- Boreholes with a combination of downhole sampling, downhole PCPT and downhole SCPT;
- P-S suspension logging, density logging, spectral gamma ray logging, and downhole magnetic resonance logging tests in completed boreholes;

The WORKS for the OCR are described in detail in Annex 8a and 8b Scope of Work.

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

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for an initial period of December 5, 2022 to October 1, 2023 for lot 1.

The Contracting Authority intends to conclude a Contract for an initial period of December 5, 2022 to July 1, 2024 for lot 2.

The Contracting Authority intends to conclude a Contract with one (1) Tenderer per Lot.

In addition to the regular contract, the Tendering Authority also concludes one (1) Standby contract per lot. These standby contracts have the same start date and duration as the regular contracts.

2.4 Scope of the assignment

The Tendering Authority has estimated a **maximum** total contract value for lot 1 of EUR 450.000,- (exclusive of VAT). And a **maximum** total contract value for lot 2 of EUR 700.000,-.

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

It is possible that the services specified in the contract and/or the number of Participating Party/Parties may change in the event of political, budgetary, administrative or organizational 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.

Standby contract

Contracting Authority concludes a backup Contract per lot with the Tenderer second in ranking in this European tender.

In the event that the Contractor offers OCRs for the survey that do not meet the requirements, the Contract can be terminated by the Contracting Authority. After termination of the Contract, the backup contract is converted into a standard Contract. The Contracting Authority can then use this Contract to acquire OCRs.

If the tenderer who finished 2nd in ranking does not want to be considered for the standby contract, the number three will be eligible. This process continues until a tenderer wants to take part in the standby contract. In your offer letter you must indicate whether you wish to be eligible for the standby contract

Option

In the event that the geophysical and/or the geotechnical survey take(s) longer than was scheduled for, (for example, due to bad weather), RVO has the option of extending the duration of the deployment of OCRs during the extension of the survey(s).

3. Requirements to this assignment

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

All requirements apply to both Lots. Unless specifically stated that a requirement applies to a specific Lot.

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 scope of work

Tenderer is willing and able to execute the services that need to be carried out under the Contract, as specified in Chapter 2 and the Scope of Work (Annexes 8a and 8b).

3.2 Requirements relating to Personnel

3.2.1 Lot 1 OCR geophysical survey

Contractor must have available five (5) main OCRs and five (5) back-up OCRs during the execution of the Work.

Requirements relating to Personnel for all personnel involved in the execution of the Work (OCRs), must:

- Have knowledge of data acquisition and its equipment related to hydrographical surveying, high resolution seismic surveying and seabed sampling by means of;
 - (i) DPGS Positioning systems
 - (ii) USBL positioning systems
 - (iii) multibeam echosounders,
 - (iv) magnetometers,
 - (v) shallow sub-bottom profilers
 - (vi) ultra-high resolution Boomer/Sparker acquisition
 - (vii) Seabed sampling by means of grab/box sampling
- Three (3) out of five (5) main OCRs and two (2) out of five (5) back-up OCRs must have experience with 3D Geophysical surveying:
 - 3D Multi-Channel Ultra High-Resolution Seismic (3D-UHRS) profiling survey
- have contributed to at least one relevant offshore geophysical survey using the equipment (including software) as described in the Scope of Work and below. The survey must be conducted with the use of the below listed equipment simultaneous for the use of offshore wind.
 - High resolution bathymetry and backscatter data using a Multi-Beam Echo Sounder (MBES), and;
 - High resolution Side Scan Sonar and Magnetometer data, and;
 - High-resolution seismic data using sub-bottom profilers, single-channel boomer or sparker acquisition, and ultra-high resolution multi-channel sparker or air gun sources of power.
- have been trained for working in the offshore environment as demonstrated by their CV's.
- have (medical) certificates valid for the duration of the contract, to perform work at the Dutch North Sea, including as a minimum BOSIET (Basic Offshore Safety Induction and Emergency Training) or equivalent

- have a working permit (the right to work in the investigation area of Nederwiek) valid for the duration of the contract.
- at least knowledge, skills and competences to perform at European Qualifications Framework (hereafter EQF) level 5 (in the Netherlands MBO) (<https://europa.eu/europass/en/compare-qualifications>).
- at least level B2 (http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp) in English language (writing and speaking).
- The personnel, available for the role of OCR, (including their responsible superiors) may not have any financial or other direct personal or business interests with specific results of investigations to be carried out or with specific recommendations or answers to the investigation questions. In the event of an apparent personal or business conflict of interest, the employee(s) must be immediately replaced at the request of the Contracting Authority.
- The Contractor guarantees availability of the required amount of personnel according to the planning and schedule of the Client and geophysical Contractor.
- The Contractor guarantees prompt replacement of OCR(s) in case of dropping out of representatives during the execution of the work and can provide additional candidates if this would be required. These candidates must have at least equal or more qualifications than the OCR initially offered.

3.2.2 Lot 2 OCR geotechnical survey

Contractor must have eight (8) main OCRs available during the execution of the Work.

Personnel involved in the executing of the WORK, must:

- Have experience with the execution of geotechnical soil investigations carried out for offshore wind projects, including:
 - Deep CPTs
 - Boreholes till at least 60m
 - Vibrocoring
 - other projects for which similar investigations are carried out, and have proven in depth knowledge on technical and contractual issues relevant for these works;
- have been trained for working in the offshore environment as demonstrated by their CV's
- have at least knowledge, skills and competences to perform at EQF level 5 (in the Netherlands MBO) (<https://europa.eu/europass/en/compare-qualifications>)
- have at least level B2 (http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp) in English language (writing and speaking)
- have training and medical certificates valid to perform offshore work in the Dutch North Sea, including as a minimum BOSIET (Basic Offshore Safety Induction and Emergency Training'), or equivalent
- The personnel, available for the role of Client offshore representative, (including their responsible superiors) may not have any financial or other direct personal or business interests with specific results of investigations to be carried out or with specific recommendations or answers to the investigation questions. In the event of an apparent personal or business conflict of interest, the employee(s) must be immediately replaced at the request of the Contracting Authority.
- The Contractor guarantees availability of the required amount of personnel according to the planning and schedule of the Client and geophysical Contractor.
- The Contractor guarantees prompt replacement of Offshore Client Representative(s) in case of dropping out of representatives during the execution of the work and can provide additional candidates if this would be required. These candidates must have at least equal or more qualifications than the Client offshore representatives initially offered.

3.2.3 Variations in personnel to those proposed in the Tender after commencing the Contract must be avoided as much as possible and is subject to approval by the Contracting Authority. Any variation must as a minimum provide the same or better qualifications and experience as proposed in the Tender. The decision whether a replacement is the same or better, is to the Contracting Authority. There is no discussion about this.

- 3.2.4 The Contractor is given one opportunity per deployment to replace an offered OCR that does not meet the criteria with an OCR that does meet the requirements.
- 3.2.5 In this case, the Contracting Authority is immediately entitled to impose a mala of € 500,-.

Timetable OCR's.

- 3.2.6 If the contractor also does not offer OCR that meets the requirements the second time, the contracting Authority has the option to terminate the Contract due to breach of contract.
- 3.2.7 The timeline for offering and accepting OCRs is as follows:
- One month before the intended start of the offshore works, Client will provide a best estimation of the mobilisation date and location.
 - Contractor has one week to provide sufficient OCRs.
 - Client has 2 working days for the assessment of OCRs offered by the Contractor which were not initially part of the tender. This assessment is done using the assessment criteria from chapter 5.
 - In case one or more OCRs are found insufficient, Contractor has 3 working days to offer new OCRs.
 - After this, Client has the option to terminate the Contract if the new OCRs are also deemed insufficient.

After mobilization, the timeline is as follows:

- At least every four weeks, a port call is made for OCR crew changes. Three weeks in advance, the Contractor is informed about the date of this port call.
- Contractor has one week to provide sufficient OCRs.
- Client has 2 working days for the assessment of OCRs offered by the Contractor which were not initially part of the tender. This assessment is done using the assessment criteria from chapter 5.
- In case one or more OCRs are assessed as not suitable, Contractor has 3 working days to offer new OCRs.

In this event, Client has the option to terminate the Contract if the new OCRs are also deemed insufficient. In this case Client has the opportunity to convert the standby contract in an regular service contract.

3.3 Requirements relating to the prices/rates

- 3.3.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the Annex 4 (Rates).

By completing the Annex 4, Tenderer gives an overview of all maximum prices and rates for executing the work under the Contract. Bandwidths will not be accepted.

- The offered prices and rates are excluding VAT.
- The offered (maximum) prices and rates comply with the conditions as laid down in the provisions of the Contract, as per Annex 4.
- Prices higher or lower than the bandwidth as presented below will be set aside by the Contracting Authority and will not qualify for award of the Contract.
 - 1) Offshore rate between EUR 600,- and EUR 1.250,-
 - 2) Office/ pre-mobilization quarantine rate between EUR 500,- and EUR 1.250,-
 - 3) Mobilization and demobilization rate between EUR 600,- and EUR 2.000,-

Items 1 and 2 are day-rates based on 24h. Item 3 contains a rate covering the activity of mobilization and demobilization and can contain multiple days. Details are provided in section

- 3.3.2 The prices/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. Please note: in case, at the request of the Client, the Client representative(s) will have to mobilize

to or demobilize from a seaport outside of the Netherlands, Contractor can declare the actually incurred additional expenses.

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

3.3.4 Offshore transportation, offshore accommodation, subsistence, and medi-vac is provided by the survey contractor; the Survey Contractor is responsible for providing safety induction training, adequate facilities on any vessels (including a private cabin, office space, communication systems and messing facilities) and for providing Personal Protective Equipment (PPE), life jackets and any special offshore PPE for the duration of the project.

3.4 Tax-related requirements

3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.

3.4.2 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.

3.4.3 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 (15) calendar days of the request to do so.

3.4.4 The 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.

3.4.5 The Tenderer guarantees that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

3.4.6 The 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.

3.4.7 If the Tenderer believes that its work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then the Tenderer agrees to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. The Tenderer will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.5 Invoicing requirements

3.5.1 The following payment schedule applies: invoices can be sent in every month based on the actual hours/days worked.

3.5.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.5.3 **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 3 different ways:

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

- E-invoicing through a service provider.

For companies not established in the Netherlands

The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands. These companies can send their invoice by email to RVO.

3.6 Requirements relating to social return

Social goals are no longer a side issue in the tendering process, but are becoming an essential part of the process. This is apparent in the government's procurement strategy 'inkopen met impact'¹ ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025^[2]. The agreements to be concluded as a result of this tender, therefore, provide the possibility for the Contracting Authority, together with Contractors, to stimulate social developments that contribute to the realization of policy goals or social effects that the Dutch government considers important. Contractors are expected to contribute to these goals. This is possible through so called social return pilot projects. Proposals for social return pilot projects can only be submitted on request and after initiation by the Contracting Authority. The pilot projects can only be carried out in coordination with and after acceptance of proposals by the Contracting Authority.

Social return pilot projects

The aim of the social return pilot projects is to realize social goals. This can be done by additionally employing people with a distance to the labor market and/or improving their prospects for work and income. The pilot projects give the Contractor room for customization, experimenting with form-free interpretation and/or serving a broad selection of social objectives. They can be directly or indirectly related to the assignment(s) in the agreement. Think, for example, of training and supervising people from specific target groups. In order to help them in their personal development and to help them gain a better perspective on a suitable job.

After the award of the contract, the Contractor will be asked to develop a proposal for a social return pilot project. The Contracting Authority can provide ideas or possibilities for the project that match the objectives and needs. In your proposal, you describe which target group(s) you want to help, how you want to achieve social impact, what impact you are aiming for and what is needed to achieve this. If desired, you can coordinate this with the Contracting Authority and/or other parties. Your proposal for a social return pilot project will become part of the Contract after acceptance by the Contracting Authority. The project will be monitored and evaluated afterwards.

Examples of social return pilot projects can be found at www.maatwerkvoormensen.nl (in Dutch only)

Specific requirements for the social return pilot projects

After the award of the Contract, the Contractor agrees to submit, within 30 days after the Contracting Authority's request, a proposal (project plan) for the arrangement and implementation of a social return pilot project. The Contractor has room to translate its own ambitions/ideas for delivering social impact into a concrete proposal for a pilot project. This proposal is in line with the possibilities and wishes of the Contracting Authority and offers the Contractor the opportunity to realize these ambitions. The goal for the (additional) social impact to be achieved with this project is concrete, ambitious, yet achievable and realistic. The proposal for a social return pilot project will become part of the Contract after coordination with and acceptance by the Contracting Authority. You will then carry out the social return pilot project on the basis of a best efforts obligation.

¹ <https://www.rijksoverheid.nl/documenten/kamerstukken/2019/10/28/kamerbrief-over-inkoopstrategie-rijksoverheid>

Starting point is that the objective of a social return pilot project can be achieved within twelve (12) months after the start. Depending on the success of the project, it can be continued in the same or slightly modified form and with level of ambition to be agreed upon for (additional) social impact during the remaining term of the Contract. Parties can agree on modifications in the pilot project in writing. The pilot project has a wage bill of approximately 2 percent.

The social return pilot project must not involve crowding out or unfair competition in the labor market, whereby the social impact achieved is at the expense of other people's jobs.

In a general sense, the pilot project is in line with government policy.

In principle, the Contractor will report to the Contracting Authority every quarter about the progress of the social return pilot project and the (provisional) social impact which is achieved. A lower reporting frequency is possible after permission from the Contracting Authority. At the request of the Contracting Authority, the Contractor is, in principle, prepared to share its experiences with the pilot project with the Dutch government.

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).

Tenderer must fill in a 'European Single Procurement Document' per Lot.

4.2 Exclusion Grounds

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

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

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

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

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following core competences (per Lot), which demonstrate experience with essential aspects of the assignment:

Lot 1 OCR geophysical survey

Provision of personnel as Client Representative on board of a vessel, executing offshore geophysical soil investigations in order to obtain high resolution geophysical information to 100 meter depth that is suitable for development, engineering and installation purposes for an offshore wind farm involving the acquisition of;

- o High resolution bathymetry and backscatter data using a Multi-Beam Echo Sounder (MBES), and;
- o High resolution Side Scan Sonar and Magnetometer data, and;

- High-resolution seismic data using sub-bottom profilers, single-channel boomer or sparker acquisition, and ultra-high resolution multi-channel sparker or air gun sources of power suitable for the depth of interest, and;
- Sampling of Seabed Sediments (ground truthing/environmental);

Lot 2 OCR geotechnical survey

Provision of personnel as Client Representative on board of a vessel, executing geotechnical soil investigations, carried out to obtain soil information, in which the monitoring contains all of the following elements:

- Review of the project documents, geotechnical data and reports;
- Acting as client representative during offshore works, executed by a third party;
- Advise to client on geotechnical issues and performance of a third party;
- Report to client on the above;

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 €150.000,- (excl. VAT). Per lot. 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 (**submit together with the Tender**, fill in Annex 2 'List of reference contracts') per Lot.

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 refer to work with a value of at least EUR 150.000,- per lot.

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.

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practice his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU

Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

A maximum of 100 points can be obtained for your response to the quality award criteria. Tenders who score less than 70 out of 100 points on the quality award criteria will be excluded from further participation.

The price will be assessed for only those tenderers who have scored 70 points or more on the quality award criteria. Of these Tenders the bidder with the lowest price will be awarded the contract. The number of points of the quality criteria play no more role in this.

5.2 Quality criteria

5.2.1 Award criteria relating to personnel for Lot 1

For lot 1 you are requested to offer five (5) main OCRs and five (5) back-up OCRs.

For all OCRs their qualifications in terms of experience, educational level and relevant knowhow should be described.

These qualifications must apply to all OCRs you actually intend to use or will be available for back up for the services requested. You are requested to fill in Annex 3a 'Qualifications' for each candidate and to submit the resumés of the candidates. The scores for this criterion will be based on the average score for qualifications of the five main representatives. However every offered OCR individual must at least score 60% of the maximum score. The back-up OCRs shall be of similar experience. In the project plan the suitability of the back-Up OCRs will be scored.

Max. no. of points available	Assessment aspects
80	The score for this criterion is given by assessing the following aspects - years of experience as Client offshore representative for geophysical site investigations: 0 - 4 year (0 points), 5 - 7 year (12 points) 8 - 10 years (25 points), 11 years or more (30 points) - minimum number of performed similar services : 0 - 4 (0 points), 5 - 9 (12 points), 10 - 15 (25 points), 16 or more (30 points) Similar services can be including but not limited to geophysical / UXO / debris / cable surveys campaigns. A project will be only considered as similar service when: - the duration is minimum 14 days and; - the survey did contain, as a minimum, the following aspects; - High resolution bathymetry data acquisition using a Multi-Beam Echo Sounder (MBES);

	○ High resolution Side Scan Sonar data acquisition; ○ Magnetometer data acquisition; ○ High-resolution seismic data acquisition using sub-bottom profilers, single-channel boomer or sparker acquisition, and ultra-high resolution multi-channel sparker or air gun sources of power. ○ 3D Multi-Channel Ultra High-Resolution Seismic (3D-UHRS) profiling survey • minimum level of knowledge, skills and competences: EQF level 5 with education specialised on the matter as geophysical engineer or other proven relevant education (0 points). EQF level 6 or higher with education specialised on the matter as geotechnical engineer or other proven relevant education (10 points) EQF level 7 or higher with education specialised on the matter as geotechnical engineer or other proven relevant education (20 points) (EQF level as described in https://europa.eu/europass/en/compare-qualifications)
20	Project Plan (max. 4 pages) The Project Plan is judged by assessing the following aspects jointly for the extent to which: • Availability of the OCR managed by Contractor. • The back-up OCR as suitable replacement for the main OCR • The organization of Contractor and how communication with RVO and OCR will be maintained during the WORK. • The Contractor is managing the crew changes and travel arrangements. Scoring will be done based on the award methodology as presented in section 5.4.1

5.2.2 Award criteria relating to personnel for Lot 2

You are requested to offer eight (8) Client offshore representatives and describe their qualifications in terms of experience and educational level. For all OCRs their qualifications in terms of experience, educational level and relevant knowhow shall be described.

These qualifications must apply to all OCRs you actually intend to use or are available for back up for the services requested. You are requested to fill in Annex 3b 'Qualifications' for each candidate and to submit the resumés of the candidates. The scores for this criterion will be based on the average score for qualifications of the six main representatives. However every offered OCR individual must at least score 60% of the maximum score. The back-up OCRs shall be off similar experience. In the project plan the suitability of the Back-Up will be scored

Max. no. of points available	Assessment aspects
80	• The score for this criterion is given by assessing the following aspects (the percentages refer to the maximum score for this criterion): • years of experience as Client offshore representative for geotechnical soil investigations: 0 - 4 year (0 points), 5 - 7 year (12 points)

	8 – 10 years (25 points), 11 years or more (30 points) • minimum number of performed similar services : 0 - 4 (0 points), 5 – 9 (12 points), 10 – 15 (25 points), 16 or more (30 points) Similar services can be including but not limited to deep CPTs & Boreholes till at least 60 m and Vibrocoreing campaigns. Surveys with other objectives such as geophysical / UXO / debris / cable surveys are neglected. • minimum level of knowledge, skills and competences: EQF level 5 with education specialised on the matter as geotechnical engineer or other proven relevant education (0 points). EQF level 6 or higher with education specialised on the matter as geotechnical engineer or other proven relevant education (10 points) EQF level 7 or higher with education specialised on the matter as geotechnical engineer or other proven relevant education (20 points) (EQF level as described in https://europa.eu/europass/en/compare-qualifications)
20	Project Plan (max. 4 pages) The Project Plan is judged by assessing the following aspects jointly for the extent to which: • Availability of the OCR managed by Contractor. • The back-up OCR as suitable replacement for the main OCR • The organization of Contractor and how communication with RVO and OCR will be maintained during the WORK. • The Contractor is managing the crew changes and travel arrangements. Scoring will be done based on the award methodology as presented in section 5.4.1

5.3 Assessment of preferences in relation to prices/rates

5.3.1 Award criteria relating to Rates

Tenderer is requested to complete the schedule of rates format in Annex 4 in which tenderer specifies the *maximum* rates that apply to relevant parts of the services. The rates are excluding VAT and in Euros.

Max. no. of points available	Assessment aspects	Minimum rate	Maximum rate
75	Offshore rate (based on 12h/day) Including a 1 hour break. Working days in accordance with applicable Dutch regulations. Every working day offshore will be compensated with one (proven) rest day. Only working days will be compensated for by Client. Offshore rate will start at 00:00 the day after the mobilization / demobilization rate or office / pre- mobilization rate.	EUR 600	EUR 1,250
12,5	Office / pre-mob quarantine rate (based on 8h/day) • Based on a full 24h day onshore, with a 8h working day at offices / quarantine hotel in the Netherlands * • Including any food and lodging and any other facilities required • To be on call off within 1 hour at seagoing port (if applicable) Pre -,mobilization rate start at 00:00 the day after the mobilization / demobilization rate. *excluding: pre-mobilization quarantine staying at home without being requested by Client to perform office works.	EUR 500	EUR 1,250
12,5	Mobilization and demobilization based on mobilization from Dutch seaport All travel costs related to; travel, lodging and other expenses including traveling day-rate(s) for mobilization to a Dutch seaport and demobilization from the Dutch seaport. Mobilization and demobilization rate shall include all travel days till the person is signed onto the vessel, in hotel for pre-mobilization or back home. The mobilization and demobilization rate is a single item and will include all required travel days and costs. The mobilization and demobilization rate will be applicable till end of the day at 23:59, and will not be combined with other rates. <i>Please note: in case, at the request of the Client, the Client offshore representative will have to mobilize to or demobilize from</i>	EUR 600	EUR 2,000

	<i>a seaport outside of the Netherlands, Contractor can declare the actually incurred additional expenses.</i>		
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5.4 Award methodology

5.4.1 Assessment of quality

The scoring of the project plan will be based on the following table.

Quality of the response	Weighting percentage of the maximum points available per criterion
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

5.4.2 Assessment of rates

In the schedule of rates in Annex 4 the score per rate is calculated. The sum of these scores lead to the total score.

In requirement 3.3.1 the minimum and maximum rates are given for Offshore, Office/ pre-mobilization quarantaine and Mobilization and demobilization.

The Price score is calculated as follows:

Quotations with the minimum rate receive the maximum number of points and quotations with the maximum rate receive zero (0) points. Every other rate between the minimum and maximum rate receive al score linearly in between:

P = Price

Pmin = minimum price;

Pmax = maximum price

Score = ((maximum score) * [(Pmax-P)/(Pmax-Pmin)]).

The Tenderer with the highest score on the price will be awarded the contract. See paragraph 6.4 for further explanation.

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 the winning Tender

The Contract will be awarded according to The Tender that achieves the highest definitive total score based on the Lowest Acceptable offer.

All Tenders that have been assessed in accordance with paragraph 6.3, will be determined if these Tenders have achieved at least 70% of the maximum score on all qualitative criteria.

Tenders that have achieved lower than 70% of the maximum score will be discarded from the tendering procedure. Prices will only be assessed for the Tenders that have achieved 70% or higher of the maximum score on quality criteria.

Of these qualifying Tenders, the Tender with the highest score on price will be awarded the Contract.

If two or more Tenderers have an equal score on price 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 for lot 1 and subcriterion 5.2.2 for lot 2. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked (for example in paragraph 4.3.2) 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 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl 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. Mark Kamminga, via e-mail 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 three 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](#)

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 Committee (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 confidential information provided by the Tenderer with due care.

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Offer Letter	Offer Letter	Submit an offer letter in your own format. In which you at least indicate whether you wish to be eligible for the standby contract.
Exclusion grounds	European Single Procurement Document*	Fill in Annex 1, legally sign and add to TenderNed
Reference	Reference contracts	Fill in Annex 2 and add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria.	Fill in the tab page in TenderNed for each award criterion
'Prices/Rates' annex	Prices/rates included in the quotation	Add annex 4 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, in addition to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

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

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

All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). It is permitted to submit a Tender for lot 1 and/or lot 2.

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.

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. Only the definitive Contract 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 (to be generated by Tenderer through the tool in TenderNed)

Annex 2: References

Annex 3a: Qualifications lot 1

Annex 3b: Qualifications lot 2

Annex 4: Rates

Annex 5a: Draft Contract lot 1

Annex 5b: Draft Contract lot 2

Annex 5c: Draft standby contract lot 1

Annex 5d: Draft standby contract lot 2

Annex 6: ARVODI-2018

Annex 7: Complaints Procedure

Annex 8a: Scope of work lot 1

Annex 8b: Scope of work lot 2

Annex 9: Starting points and assumptions