



Tender Document

Invitation to tender in accordance with the European open procedure for the Geophysical Survey Nederwiek Wind Farm Zone, Seabed Survey and 2D-UHRS Campaign

Publication date:	12 August 2022
Status:	Final
Reference:	202205129 / WOZ2220040

Contents

Definition of terms.....	5
1. Introduction	7
1.1 Tendering Authority and IUC-EZK	7
1.2 Reason for this invitation to tender.....	7
1.3 Time schedule	8
2. Description of assignment	9
2.1 Description and objective of the assignment	9
2.2 Lots.....	9
2.3 Contract Period	9
2.4 Scope of the assignment.....	10
3. Requirements to this assignment	11
3.1 Requirements relating to execution of the WORK	11
3.2 Requirements relating to vessel(s) and equipment.....	11
3.3 Requirements relating to compliance.....	12
3.4 Requirements relating to personnel	12
3.5 Requirements relating to the prices/rates.....	13
3.6 Requirements relating to cycle times	14
3.7 Requirements relating to tax	14
3.8 Requirements relating to invoicing.....	14
3.9 Requirements relating to social return.....	15
4. Requirements concerning the Tenderer.....	17
4.1 Introduction	17
4.2 Exclusion Grounds.....	17
4.3 Suitability Requirements.....	17
4.3.1 <i>Financial and economic standing</i>	18
4.3.2 <i>Reference data (technical qualifications)</i>	18
4.3.3 <i>Health, safety and environment/HSE (technical competency)</i>	19
4.3.4 <i>Quality assurance (technical qualifications)</i>	20
4.3.5 <i>Environmental protection (technical qualifications)</i>	21
4.4 Professional/trade register extract.....	22
5. Award criteria and assessment	23
5.1 Introduction	23
5.2 Award criteria.....	23
5.2.1 Award criteria relating to Project Documentation	23
5.2.2 Award criteria project team.....	25
5.2.3 Award criteria relating to vessel(s) and equipment.....	28
5.2.4 Award criteria relating to Cycle time of work.....	28

5.3	Award criteria relating to prices/rates.....	30
5.4	Assessment method for qualitative award criteria.....	30
6.	Assessment of the Tender	31
6.1	Assessment of the Tender's completeness and legal validity	31
6.2	Assessment of requirements relating to the assignment	31
6.3	Assessment of award criteria relating to the assignment	31
6.4	Determination of definitive total score	31
6.5	Assessment of evidence.....	31
7.	Submission procedure for Tenders.....	33
7.1	Statement of agreement.....	33
7.2	Schedule	33
7.3	General procedure	33
7.3.1	<i>Communication</i>	33
7.3.2	<i>eHerkenning</i>	33
7.3.3	<i>Questions and additional information/changes</i>	34
7.3.4	<i>Validity period and submission of Tender</i>	34
7.3.5	<i>Variants on Tender</i>	34
7.3.6	<i>Costs of submitting a Tender</i>	34
7.3.7	<i>Termination of tendering process</i>	34
7.3.8	<i>Order of precedence of documents</i>	34
7.3.9	<i>Information about the Tenderer's obligations</i>	34
7.3.10	<i>Guide Information security and Privacy for suppliers</i>	35
7.3.11	<i>Inconsistencies and objections</i>	35
7.3.12	<i>Complaints procedure</i>	35
7.3.13	<i>Dispute resolution</i>	35
7.3.14	<i>Submission of the Tender</i>	35
7.3.15	<i>Structure and content of the Tender</i>	36
7.3.16	<i>Legally binding signature</i>	36
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i>	37
7.3.18	<i>Single Tender</i>	38
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	38
7.3.20	<i>Communication and language</i>	38
7.3.21	<i>General terms and conditions</i>	39
7.3.22	<i>Contract conditions</i>	39
7.3.23	<i>Explanation and verification of the Tender</i>	39
7.3.24	<i>Request for supplementary information concerning the Tender</i>	39
7.3.25	<i>Announcement of the award of the Contract</i>	39

Annexes.....	41
--------------	----

Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), part of the Ministry of Economic Affairs and Climate Policy
Tender Document	This document and all annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer
Tender	A quotation submitted by the Tenderer in response to this Tender Document
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK), which acts as process manager during this tendering process
Memorandum of Information (MOI)	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 recorded
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that

results in exclusion of the Tenderer from participating in the tendering process

European Single Procurement Document

A statement in which the Tenderer declares his compliance with the requirements specified in this document

Specific terminology

CLIENT, as used in the LOGIC

Contracting Authority

HSE

Health Safety & Environment

LOGIC

The General Conditions of Contract - LOGIC General Conditions of Contract for Services (On- and Off-shore) Edition 3 – March 2019. Annex [6] – Section II a and b.

NW noord

Nederwiek noord wind farm area.

NW zuid

Nederwiek zuid wind farm area.

NWWFZ

Nederwiek Wind Farm Zones (area noord and zuid).

Scope of Work (SoW)

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.

SS

Seabed survey (SSS, MBES and MAG).

WORK

All the work that the CONTRACTOR is required to carry out in accordance with the provisions of the Contract, including the provision of all materials, services and equipment to be rendered in accordance with the Contract.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for executing the geophysical survey at the Nederwiek Wind Farm Zone (NWWFZ).

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

1.1 Tendering Authority and IUC-EZK

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

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

The Netherlands Enterprise Agency encourages entrepreneurs in sustainable, agrarian, innovative and international business. It helps with grants, finding business partners, know-how and compliance with laws and regulations.

The Netherlands Enterprise Agency 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. The Agency works in The Netherlands and abroad and co-operates with governments, knowledge centres, international organisations and countless other partners.

More information about the Netherlands Enterprise Agency can be found on www.rvo.nl and <http://english.rvo.nl/>.

1.2 Reason for this invitation to tender

As part of its climate goals, the Dutch Government aims to have 21 GW of offshore wind energy capacity installed around 2030. Offshore wind farms will be built within designated Wind Farm Zones. Wind farms outside these Wind Farm Zones are prohibited. Within the designated Wind Farm Zones the government defines the specific Wind Farm Sites (WFS) 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 for the Wind Farm Sites and Dutch transmission system operator TenneT TSO B.V. is responsible for the grid connection. Wind farm developers can apply for 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 delivery of the site data, which can be used for the preparation of bids for these tenders.

RVO has started preparations for several Wind Farm Sites to be developed, namely at IJmuiden Ver Wind Farm Zone (IJVWFZ), Nederwiek Wind Farm Zone (NWWFZ) and Hollandse Kust (west) Wind Farm Zone (HKWWFZ) in line with the Offshore Wind Roadmap 2030+.

The Government anticipates 2 GW of installed wind capacity in the IJVWFZ in addition to the 4 GW already planned here, as well as 6 GW of capacity in NWWFZ and 700 MW in HKWWFZ in addition to the 1,5 GW already planned here. Further information on the Investigation Areas, legislative framework and the designated offshore Wind Farm Zones in the Netherlands can be found in Annex [6], Section IV Scope of Work and Annex [7], Starting Points & Assumptions.

RVO has been requested to prepare, collect and publish comprehensive site data for the abovementioned Wind Farm Zones, which wind farm developers can use to prepare a competitive

bid. The site data should be of sufficient detail and quality to be used as input for preliminary engineering design studies. Site data includes detailed information on the soil conditions.

The objective of this Tender is to conclude an agreement with one Tenderer who is able to carry out the geophysical survey required to obtain relevant soil information at the NWWFZ. This information will be used in other site characterisation studies, such as an preliminary ground model, and will be published on the RVO website.

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 set by the Contracting Authority and specified in this Tender document.

1.3 Time schedule

The schedule below applies to this tendering process.

12 August, 2022	Dispatch of publication, commencement of submission period
29 August, 2022 (before 13:00 hours CET)	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).
7 September, 2022	Issuing of Memorandum of Information
26 September, 2022 (before 13:00 hours CET)	Deadline for the receipt of Tenders and opening of the received Tenders by the Tendering Authority.
26 September, 2022 up to and including 27 October, 2022	Assessment of Tenders.
28 October, 2022	Announcement of the award of the Contract.
28 October, 2022 up to and including 19 November 2022	Tenderers to provide Letter of Confirmation of availability of personnel, vessels and equipment.
19 November, 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.
19 November, 2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
20 November, 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 assignment includes executing a geophysical investigation:

- Seabed survey (SS) IA NW zuid which includes MBES, MAG and SSS.
- Full 2D-UHRS survey spread (2D-UHRS, SBP, MAG, SSS and MBES) of IA NW noord.
- Seabed sampling NW zuid and NW noord by means of 36 grab samples (16 in NW zuid and 20 in NW noord) and 8 optional grab samples in site X;
- Optional full 2D-UHRS survey spread (2D-UHRS, SBP, MAG, SSS and MBES) for site X (80 km²) and either a full 2D-UHRS survey spread (2D-UHRS, SBP, MAG, SSS and MBES) for two buoy areas (3.75 km² each)*.

**the Contracting Authority requests the Tenderer to provide a price per km² and duration to conduct a full 2D-UHRS survey for site X, and a full 2D-UHRS survey per km² for two buoy areas 3.75 km² (per buoy area), excluding Waiting on Weather.*

Price and duration shall be based on approximately 87.5 km² of full survey spread 2D-UHRS survey lines (2D-UHRS, SBP, MAG, SSS and MBES) for site X and the two buoy areas together, excluding waiting on weather. 87.5 km² is the best estimate at the time of this tender. The exact amount and location of the full survey spread 2D-UHRS survey lines will be determined by the Contracting Authority either prior the mobilisation of the vessel(s) or during the lead time of the contract. The Contracting Authority has the possibility to not provide the site survey for site X and the two buoy areas.

More detailed information concerning the specifications of both assignments can be found in Annex [6] Contract Documents, including all sections:

- (I) Draft Agreement
- (II) a: Conditions of Contract
b: Conditions of Contract (compared with LOGIC)
- (III) Remuneration
- (IV) Scope of Work
- (V) Health Safety & Environment (HSE)
- (VI) Quality and Administrative instructions and Requirements. Zip file including:
 - Template-Contractor-Technical-Query
 - Template-Document-Review-Form
 - Template-Personnel-Replacement-Form
 - Template-Variation-Proposal form
 - Template-Variation-Request form
- (VII) Starting Points and Assumptions. Zip file including:
 - GIS Map (MPK-files NW noord, NW zuid)
 - Persistence tables (IA NW noord and IA NW zuid).
 - Documents KEC4.0

The specifications for the 2D-UHRS and the SS survey are detailed in Annex [6], section IV Scope of Work.

2.2 Lots

This tender is not divided in Lots.

2.3 Contract Period

The anticipated commencement date of the Contract is provided in section 1.3. The end date is set at 31 December, 2024.

CONTRACTOR will have the flexibility to select the most convenient schedule within this contract period to perform the WORK. The WORK offered shall be conducted in a single campaign.

The WORK shall not be interrupted to perform WORK outside of this contract without written approval from Contracting Authority.

2.4 Scope of the assignment

The Tendering Authority has estimated the total contract value at a maximum of 23.000.000 EUROS (excluding VAT). The maximum and minimum are provide excluding and including the optional full survey spread 2D-UHRS survey for site X and the two buoy areas (see section 2.1 and text after* for reference to the optional scope in this tender).

Tender	Minimum	Maximum
Price estimation (excl. options)	€ 14.000.000	€ 21.000.000
Optional budget	€1.000.000	€2.000.000
Price estimation (incl. options)	€ 15.000.000	€ 23.000.000

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 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. Additionally changes to the Contracting Authority's position within the government or to the targets that must be met can change. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

3. Requirements to this assignment

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

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

3.1 Requirements relating to execution of the WORK

- Tenderer is willing and able to execute the WORK regarding the geophysical site investigations that need to be carried out under the Contract. Tenderer is willing and able to execute the WORK in compliance with the Scope of Work (SoW) as described in the documents as presented in Annex [6], Section IV Scope of Work .
- The WORK related to the investigations to be conducted will be executed in accordance with (the latest version of) the Project documentation produced by CONTRACTOR and subject to approval by the Contracting Authority, unless the Contracting Authority has given permission in writing to do otherwise.

3.2 Requirements relating to vessel(s) and equipment

Materials and equipment or parts thereof provided by the Tenderer must be of good quality and workmanship, in a good state of repair, with up-to-date calibrations where required by recognised standards and/or good working practice, and fit for the intended purpose.

Requirements survey vessel(s):

- It is up to the tenderer to propose to engage one or two vessels; It is not allowed to engage more than two vessels.
- If tenderer is offering one vessel to perform the WORK, the vessel is expected to an approximate overall length between 30 metres and 60 metres.
- The offered vessel must be capable of undertaking the WORK as specified in Annex [6], Section IV Scope of Work.
- Tenderers are allowed to offer smaller or larger (re)purposed vessel(s) with metrics different than the expectation stated above (still a maximum of two vessels).
- Smaller or larger (re)purposed vessels should be capable to perform the WORK with the quality standards described in Annex [6], Section IV Scope of Work. Tenders are required to provide a detailed argumentation in Annex [3c] Vessel and Equipment why the (re)purposed vessel is seen as capable by the tenderer to perform the requested WORK.
- Vessel(s) must be capable of continuous operation during 7 days a week, 24 hours a day.
- Vessel(s) must have adequate capacity and facilities for:
 - accommodating (berths and work space) for both marine and survey crews including two Client Offshore Representatives for working in two 12 hours shifts per day;
 - onboard QC and all required processing for Quality Assurance;
 - storage and bunkering capacity for spares, consumables, fuel etc.;
 - CONTRACTOR must submit prior to mobilization an independent inspection report that includes 'Checklist Based on Approved Code of Practice for Workboats' as specified in 'IMCA M 189 Issue 4.1 (April 2020), IMCA S 004 Issue 4.1 (April 2020)'. This inspection report should not be older than six months and all items in the checklist are answered with 'Yes' or 'N/A'.

Requirements equipment:

- Equipment for the performance and data storage of full survey 2D-UHRS spread (2D-UHRS, SBP, MBES, SSS, magnetometer), Grab sampling seabed equipment as described in

Annex [6], section IV Scope of Work. This includes an appropriate spares inventory, that should be deployed and ready for use on the survey vessel.

Requirements equipment regarding environmental exemption:

- Contracting Authority shall ensure that an environmental exemption (underwater noise) is obtained to use required acoustic equipment inside NWWFZ for the duration of the WORK.
- Tenderer shall provide the required documentation (specifications equipment used) to Contracting Authority as part of the tender:

1) Equipment details of any sub bottom profiler (e.g. SBP/sparker/boomer/airgun), including conservative estimate of the Sound exposure level single strike (SELss) with the operational frequency of the sub bottom profilers (SBP), Pulse Length (ms), Angle of transmitted beam, Energy range (J) and operational Energy (J) for the application of environmental exemption (underwater noise).

2) Method statement describing the soft start procedure containing:

- a. Use of Acoustic Deterrent Device (ADD) for (harbour) porpoises, when the survey starts, and when sub bottom profilers are not used for more than 4 hours.
- b. Minimum use of the Acoustic Detergent Device (ADD) for 5 minutes.
- c. Soft start procedure of the sub bottom equipment with description of duration and power settings of the equipment to allow porpoise mammals to leave site based on a transit speed of 7,5 km/h .
- d. A stop of use of all acoustic equipment in case a porpoise mammal is spotted from the vessel bridge.

Tenderer is to provide Annex [5], Letter of Confirmation according to date set in section 1.3, in which it is confirmed that the proposed (main and back-up) vessel(s) personnel are available.

3.3 Requirements relating to compliance

The vessel(s) and equipment used for the purpose of executing the WORK must comply with the specifications that are included in the Tender of the Tenderer.

Variations in vessel(s), tools and equipment with respect to those proposed in the Tender after commencing the Contract is subject to approval by Contracting Authority.

Any variation must, as a minimum, provide the same or better quality and/or performance than the vessel(s), tools and equipment included in the Offer.

Judgement as to the suitability of the vessel(s), tools and equipment proposed shall be at the discretion of Contracting Authority. Variations must therefore fulfil the requirements listed in section 3.2 and assessment of the variation according to the relevant preferences in section 5.2.3 must be compliant with the awarded score of the original Tender. For performance of an alternative vessel, Contracting Authority will assess if the size, workability, sailing characteristics and possibilities to deploy equipment are equal or better.

3.4 Requirements relating to personnel

All personnel involved in the execution of the WORK (data acquisition, data processing, interpretation and reporting) must :

- Have contributed to at least one relevant offshore geophysical survey using the equipment (including software) proposed in this tender. If equipment or software is new, expertise with an equivalent together with appropriate training prior to survey is required, and if this is survey critical then details and proof of training should be required.
- 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 in 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 NWWFZ) valid for the duration of the contract.

Tenderer is to provide Annex [5], Letter of Confirmation according to date set in section 1.3, in which it is confirmed that the proposed (main and back-up) vessel(s) personnel are available.

Variations in personnel to those proposed in the Tender *after* commencing the Contract is subject to prior approval by Contracting Authority. Contractor can offer variation in personnel (e.g. replacements) by means of Annex [6], Section VI Quality Requirements appendix 5: Template-Personnel-Replacement-Form, five days prior to the personnel being included in the project. Any variation must as a minimum provide the same or better qualifications and experience as proposed in the Tender.

3.5 Requirements relating to the prices/rates

- 3.5.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the Annex [4], Cycle times and Prices/Rates. By completing the Annex [4], Tenderer gives an overview of all maximum prices and rates for executing the work under the Contract. A number of items are important when filling in Annex [4]:
- 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].
 - Maximum and minimum prices for the total contract:
 - Prices higher than €23.000.000 or lower than €15.000.000 will be set aside by the Contracting Authority and will not qualify for award of the Contract.
- 3.5.2 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.5.3 The CONTRACTOR is eligible to receive payment from the Contracting Authority for a part of its fuel costs under the following conditions:
- Calculation of the fuel costs for which the Tenderer can send a payment application:
 - The baseline fuel bunkering price, as measured by the Rotterdam Bunker Prices LSMGO index¹ in \$ per m³ at the date of the Tender submission deadline, is defined as [A]
 - The actual fuel bunkering price, as measured by the Rotterdam Bunker Prices LSMGO index in \$ per m³ at the date of the actual fuel bunkering for the WORKS, is defined as [B]
 - The amount of fuel (in m³) used during the days for the offshore WORKS as confirmed by the Tenderer in Annex [4], Cycle times and Prices/Rates is defined as [C]. For any days that the offshore WORKS take longer, CONTRACTING AUTHORITY will not pay any fuel cost.
 - For clarity, the CONTRACTOR is eligible for payment of fuel cost which, at the time of actual bunkering for the WORKS, exceeds [A] plus 20% during the offshore WORKS period as in Annex [4], Cycle times and Prices/Rates resulting in the following formula: $([B] - [A]) \times C$; under condition that [B] is larger than [A] x 1.3
 - The actual LSMGO fuel bunkering price is evidenced by bunkering certificates and bills;
 - The actual fuel usage during the offshore WORKS is evidenced;
 - The fuel bunkering takes place at the port from which the WORKS are executed.
 - Any proposed amendments to the price that the CONTRACTOR wishes to make must be submitted in writing to the Contracting Authority. The proposal submitted by the Contractor must be accompanied by bunkering certificates and bills and contain a reference to the Contract in question with the Contracting Authority. The proposal

¹ <https://shipandbunker.com/prices/emea/nwe/nl-rtm-rotterdam#LSMGO>

must contain a summary of both the current prices and rates and the new prices and rates. The Contracting Authority will inform the Contractor in writing of the decision regarding whether or not to accept the new prices and/or rates.

Indexing of the rates specified within the Contract, Annex [4], Cycle times and Prices/Rates is not permitted.

3.6 Requirements relating to cycle times

By completing the Annex [4] (Cycle times and Prices/rates) of this Tender Document Tenderer provides a specification of maximum cycle times (terms) that apply to relevant parts of executing the WORK.

Offers with an end date later than 15 January 2024 (see Annex [4], Cycle times and Prices/Rates) will be set aside by the Contracting Authority and will not qualify for award of the Contract.

3.7 Requirements relating to tax

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

3.8 Requirements relating to invoicing

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.

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 located outside of the Netherlands.

3.9 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'² ('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 agreement 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

² <https://www.rijksoverheid.nl/documenten/kamerstukken/2019/10/28/kamerbrief-over-inkoopstrategie-rijksoverheid>

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 agreement 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.

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 agreement. 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.

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 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 7.3.17 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)

Requirements:

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

1. Provision of vessels and equipment, executing a 2D-UHRS geophysical soil investigations, processing and comprehensive reporting for an offshore geophysical soil investigation 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;
 - 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 of power suitable for the depth of interest, and;
 - Sampling of Seabed Sediments (ground truthing);
2. Execution of an investigation in which expert knowledge of the upper 100 meter of the North Sea basin (seabed morphology, geology) or sites with similar conditions with appropriate justification, shall be provided ;

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 size of each investigated area, that is part of the object of reference, is at least 100 km².

The total value of the reference assignment(s) must be at least EUR 1,500,000. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service and/or delivery 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)

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 1,500,000.

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 Health, safety and environment/HSE (technical competency)

By signing the 'European Single Procurement Document', the Tenderer states that: the Tenderer has a valid and certified Health, Safety & Environment (HSE) management system which is certified to VCA (SCC) and/or OHSAS 18001 and/or an equivalent certificate with regard to health and safety management, for which the certificate has been issued by a certification institution recognised by the (inter)national accreditation structure;

Or:

that the Tenderer has an Health, Safety & Environment (HSE) management system that is at least equivalent to a certified HSE system with regard to health and safety management, subject to approval by the Contracting Authority. The term 'equivalent' should be interpreted as at least

'having the following attributes':

- health & safety standards are embedded organisation-wide (in policy), adopted by the responsible management, and promoted by that management. That management is also responsible for the proper set-up, implementation, and control of the health & safety policy;
- comprehensive insight in health and safety risks/hazards applicable to the business operations and insight in the health and safety performance (data);
- insight in where the business operations impact the health and safety risks and how to eliminate or control/reduce the health and safety risks/impact;
- the presence of a periodical and independent verification/audit of the compliance with the agreements on health and safety performance and the effectiveness of the health and safety measures;
- the presence of reports on the compliance with the agreements on health and safety performance;
- the presence of plans and the execution of actions to further reduce the health and safety risks;

If the Tender is submitted by a partnership (consortium), then each participant in the partnership must individually meet the requirements concerning HSE.

Evidence (do not submit with the Tender. Provide only upon request)

The fulfilment of the HSE requirements can be demonstrated by:

- presenting the most recent audit report or a copy of the certificate(s) of the HSE management system for which the certificate has been issued by a certification institution recognised by the (inter)national accreditation structure.

Or:

- a description of your Health, Safety and Environment (HSE) system in which you demonstrate that this system is at least equivalent to a certified HSE system with regard to health and safety management. The term 'equivalent' should be interpreted as specified in the paragraph 'Health, Safety & Environment'. In your description, you must deal in more detail with the issues mentioned in that paragraph and the description must show the equivalence.

If the Offer is submitted by a partnership (consortium), then *each participant* in the partnership must individually demonstrate that it meets the requirements concerning HSE.

4.3.4 Quality assurance (technical qualifications)

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

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

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

Or:

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

In the event that your Tender involves a collaboration between organisations, see Section 7: 'Tenders involving collaborations with other organisations'.

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

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

Or:

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

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

4.3.5 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. 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 4.

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

5.2 Award criteria

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

Paragraph number	Subject	Maximum number of points to be obtained
§ 5.2.1	Award criteria relating to Project Documentation	30
	Project implementation Plan	12
	HSE Management Plan	5
	Quality Management Plan	10
	Overall project risk register	3
§ 5.2.2	Project team	15
	Education level, experience with Geophysical surveys and experience in offered role: Annex [3a]	7,5
	Team composition: Annex [3b]	7,5
§ 5.2.3	Award criteria relating to Vessel(s) and equipment	20
	Survey vessel(s): Annex [3c]	10
	Survey equipment; 2D survey composition: Annex [3c]	10
§ 5.2.4	Award criteria relating to Cycle times	15
	Delivery of offshore processed survey data for priority lines	5
	Delivery of NW zuid GP report incl. processed data	5
	Delivery of NW noord GP report incl. processed data	5
5.3	Award criteria relating to Prices/rates	20
		100 (total)

5.2.1 Award criteria relating to Project Documentation

Tenderer is requested to provide project documentation detailing Tenderer's approach regarding the execution of the WORK, consisting of a Project Implementation Plan, an HSE Management Plan and a Quality Management Plan. The contents of the required project documentation NWWFZ are detailed in Annex [6], sections IV Scope of Work, V HSE Requirements and VI Quality Requirements & Administrative Instructions.

Elements of the required project documentation can be arranged according to the preferences of the Tenderer but will be scored according to the assessment criteria described in the table below.

Tenderer should provide clear indication of the location within the Project Documentation of the material relevant to the assessment criteria described in the table below, via a bridging table if necessary.

Generic descriptions in the plan are linked to project specific context. Information that will be added to the plan will be provided with (explicit) time bound plan providing insight when generic information will be updated upon /after award of the contract. Reminder: Plan is to be complete before the technical kick-off meeting or 3 weeks prior to the planned mobilisation date;

The assessment of the project documentation will be based on the documents submitted. Therefore, the Tenderer is requested to include all necessary project information in these documents. It is advised not to include other documents in the Tender in order to prevent that relevant information is not considered in the assessment.

The Contracting Authority recommends minimising repetition of text across documents to ensure consistency.

Maximum number of points to be obtained	Assessment criteria
12	The Project implementation Plan is judged by assessing the following aspects jointly for the extent to which: • The content of the plan includes a project specific description how elements of the Annex [6], Section VI Scope of Work will be executed. The plan should be detailed and project specific. • The survey design, line plan, acquisition and data processing set-up have been thoroughly worked out and described to demonstrate that the survey objectives (see Annex [4], Cycle times and Prices/Rates and Annex [6], Section IV Scope of Work) will be achieved in an efficient manner and costings are plausible. The total amount of survey kilometres needs to be clearly stated in the plan. • Proposed equipment in relation to weather limitations will be judged on feasibility as well as the proposed method for 2D-survey and line spacing related to the quality requirements. • The survey design and vessel(s) configuration are optimised for efficient data acquisition, while avoiding interference between simultaneously deployed sensors and methodology is described in adequate detail to demonstrate this.
5	The HSE Management Plan is judged by assessing the following aspects jointly for the extent to which: • The HSE Management Plan contains a description of the elements required to be included under the provisions of the Contract, including Annex [6], Section V HSE Requirements. The HSE Management plan is detailed, project specific and the processes described are SMART (specific, measurable, achievable, realistic and time-bound). • Sustainable execution of survey campaign. This part of the plan will be assessed on the basis if a project specific description/proof is provided of an efficient campaign minimizing emission (e.g. use of biofuel), measures taken to prevent loss of equipment, minimization of use of materials that have a negative impact on the environment (oil, antifouling) and other relevant sustainable aspects.
10	The Quality Management Plan is judged by assessing the following aspects jointly for the extent to which: • The Quality Management Plan contains an adequate description of the elements as required to be included under the provisions of the Contract, Annex [6], Section IV Scope of Work. The plan specifies in

	detail how the proposed vessel and equipment will ensure the data quality meets the requirements of Annex [6], Section IV Scope of Work. The Quality Management Plan is detailed, project specific and the processes described are SMART (specific, measurable, achievable, realistic and time-bound); • The Quality Management Plan specifically includes a description of how the results of individual measurements will be compared and integrated into the overall ground model during the interpretation stage. • The Project Quality Plan details specifically the quality control of processing the seismic data, presenting how consistency will be ensured (e.g. Interface management between subcontractors/differing business units). • The Quality Management Plan should include at least the following items (items will be judged on completeness of provided information and suitability for this project): ○ raw data quality control procedures; ○ positioning/navigation quality control procedures, ○ instrument calibration procedures, ○ data acquisition quality control procedures, ○ procedures for data storage and transfer to shore, ○ possibility for data transfer between vessels (if applicable to your offer), ○ data processing quality control procedures, ○ interpretation quality control/cross-checking procedures, ○ reporting and deliverables quality control procedures and the proposed procedures are adequate;
3	Overall project risk register is judged by assessing the following aspects jointly for the extent to which: • The risks listed in the Project implementation plan, HSE plan and Quality management plan contain a comprehensive inventory/inventories of: ○ project specific risks, ○ their impact, ○ and potential mitigations. • The risks listed in the plans should contain operational, planning, financial, safety and environmental risks applicable to the project. • During the assessment specific attention will be provided to risks and impact on data quality and how these risks can be mitigated.

5.2.2 Award criteria project team

Tenderer is requested to provide an overview of key personnel for both the onshore and offshore teams that are allocated to the WORK.

Annex [3a] is the template for submission of the personnel details.

Contracting Authority requests the following information of the Tenderer as a base for the assessment:

- Annex [3a], Personnel, Annex [3b], Vessels and Personnel and CVs.
- Annex [3a], Personnel and Annex [3b], Vessel and Personnel will both contribute 50% to the overall score of 15 points (100%).
- Annex [3a], personnel and Annex [3b], vessels and personnel will be the dominant factor in determining the score on this criterion. CVs will be used to check if qualifications and information provided in Annex [3a] and [3b] are entered correctly. However, not providing CV's for offered personnel will lead to a 0% score for these persons as RVO will need the option to check provided information.
- The CV's should contain a description on the roles performed during the work experience. It is important to state in the CV what kind of sensors, data and software were involved in the projects performed by the proposed key personnel.
- A maximum of 20 personnel can be offered for each team:
 - A. Onshore team;
 - B. Offshore team (10 per vessel offered).
- Only the first 10 offered personnel will be judged in Annex [3a].

Key personnel to be included as a minimum:

Onshore team (to be included as minimum):

- 1 x Project manager;
- 1 x Deliverables manager;
- 1 x GIS coordinator;
- 1 x Quality manager;
- 1 x Data processing manager;
- 1 x lead geologist, or geophysicist.

Offshore team (to be included as minimum for each offered vessel):

- 2 x Party chief;
- 2 x (Senior) surveyors (both online and offline);
- 2 x (Senior) seabed geophysicists (both online and offline);
- 2 x (Senior) sub-seabed geophysicists (both online and offline);

Annex [3a]: personnel

- In Annex [3a], personnel tenderer can provide information that creates an automatic score based on the filled in information. Score will be based on the education level, the number of previous geophysical campaigns performed, and the number of years' experience working in a similar role. The average score per team, onshore and offshore team, will be combined to create a score in Annex [3a].
- If you would like to offer other personnel during the lead time of the contract replacements should be offered by means of Annex 6, Section VI Quality requirements: Template-Personnel-Replacement-Form. Changes in relation to the project team are to be delivered to RVO for approval prior to use of the new/replacing members, and RVO has at least 3 days for evaluation.

Annex [3b]: vessels and personnel

- Annex [3b], vessel and personnel needs to provide information that will be assessed on the basis of the description of the motivation for team inclusion. Tenderers are requested to fill in a maximum of 750 characters per individual. Only the first 750 characters will be assessed, additional characters will not be evaluated.

Key personnel to be included as a minimum:

Onshore team (to be included as minimum):

- 1 x Project manager;
- 1 x Deliverables manager;
- 1 x GIS coordinator;
- 1 x Quality manager;

- 1 x Data processing manager;
- 1 x lead geologist, or geophysicist.

Offshore team (to be included as minimum for each offered vessel):

- 2 x Party chief;
- 2 x (Senior) surveyors (both online and offline);
- 2 x (Senior) seabed geophysicists (both online and offline);
- 2 x (Senior) sub-seabed geophysicists (both online and offline);

The assessment will be based on following three sub criteria:

- Education level, experience Geophysical surveys and experience in role (Annex [3a], personnel).
- Motivation for offered vessel and personnel (Annex [3b], vessel and personnel);
- Check if individual CVs are offered, and if the information that is provided in Annex [3a] and Annex [3b] is correctly entered.

Maximum number of points to be obtained	Assessment criteria
7,5	Education level, experience Geophysical surveys and experience in role (Annex [3a] – personnel). Scores that are attributed to education level: Doctoral degree (PhD); Master degree (MSc); Bachelor degree (BSc); Associate degree (AS, AAS, AAT); Pre-university education (FDEng, HNC, CertHE) (associated score: 100,00; 80,00; 60,00; 50,00; 40,00). Scores that are attributed to experience with Geophysical projects: • Experience: 1-2 projects; 3-5 projects; 6-10 projects; 11-20 projects; 21-30 geophysical projects; >30 geophysical projects (associated score: 50%; 60%; 70%; 80%; 90%; 100%). Score that are attributed to years working in similar role as appointed in this project: • Similar role: 0-2 years; 2-5 years; 5- 10 years; 10-15 years; 15-20 years; >25 years (associated score: 50%; 60%; 70%; 80%; 90%; 100%). Please also provide in Annex [3a], per offered individual: • The names of the last executed projects (max 10 projects per individual, only first described 10 projects will be evaluated); • (Short description of the offered individual (max 750 characters, only first 750 characters are assessed). • The information provided per individual (projects and description) will not be judged by means of an automatic score attributed in Annex [3a], but will be judged in light of the overall team composition which is assessed in Annex [3b].
7,5	<u>Vessel and personnel (annex [3b] – vessel and personnel):</u> Annex [3b] will be judged by assessing the extent to which the offered team: • The composition of the teams 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. • For each of the project team members designated to a vessel team or the onshore management team, tenderer shall include a motivation why the specific person has been assigned for the task in the specific team and specify this in Annex [3b]. • This motivation shall elaborate on:

Maximum number of points to be obtained	Assessment criteria
	- Experience and expertise with the task and role; - Familiarity with the other team members offered; - Familiarity with the vessel; - Familiarity with the equipment, including software and data processing. <u>The personal statement in Annex [3a] and the previous project(s) the personnel has worked on (max 10 described) will also be evaluated.</u>

5.2.3 Award criteria relating to vessel(s) and equipment

Tenderer is requested to provide an overview of the vessel(s) and the survey equipment that is/are proposed for carrying out the surveys within the scope of the Contract.

Annex [3c] is a template for submission of details of the vessel and survey equipment. The Contracting Authority will award scoring with the aim that the WORK is executed with state of the art vessel(s) and equipment.

Maximum number of points to be obtained	Assessment criteria
10	<u>Survey vessel(s)</u> This criterion is judged by assessing the following aspects jointly for the extent by which provided in Annex [3c]: • Vessel(s) suitability. A dedicated low-noise geophysical survey vessel(s) with appropriate set up [e.g. a range of towing locations/methods, A-frame(s), propeller noise mitigation] is strongly preferred. • Vessel equipment suitability (including positioning and navigation equipment suitability for high vertical and horizontal accuracy data acquisition, and data communications systems suitable for the work). • Vessel capability to allow for the envisaged survey equipment to be deployed (parallel) with minimum of disturbances, compromise or interference; • Vessel(s) with already mobilised and ready to use (working and tested) equipment; • Vessel stability to ensure good data quality acquisition within workable limits;
10	<u>Survey equipment</u> This criterion is judged by assessing the following aspects jointly for the extent by which provided in Annex [3c]: • The proposed survey equipment (2D-UHRS/MBES / SSS / MAG / SBP / Sampling (see Annex [6], Section IV Scope of Work regarding definitions equipment) for carrying out the surveys within the scope of the agreement is suitable and effective, also considering the wind farm site characteristics and anticipated operational characteristics; • Spare equipment 2d-UHRS / MBES / SSS / MAG / SBP / sampling to CONTRACTOR is available in case of breakdowns. • Proposed survey configuration should be realistic, based on the proposed weather limitations (Annex [4], Cycle times and Prices/Rates), equipment and in line with the required data quality.

5.2.4 Award criteria relating to Cycle time of work

Tenderer is required to complete the cycle time format in Annex [4], Cycle Times and Prices/Rates, in which Tenderer specifies the maximum cycle times (terms) that apply to relevant parts of executing the WORK, excluding Waiting On Weather as a result of weather conditions.

The provision of the virtual delivery of the raw/processed data for NW zuid SS and the provision of the virtual 'Final Geophysical Report for NW zuid and NW noord', as referred to in this criterion, are only used for assessment purposes with regard to this tender.

This value is automatically calculated based upon the specified limiting operational conditions of vessel and equipment in combination with the persistence tables for the current site.

Maximum number of points to be obtained	Assessment criteria
5	<u>This criterion is judged by the delivery (cycle time) of offshore processed survey data for priority lines (incl. WoW)</u> The difference (number of calendar days) between the offshore completion date and the desired date set by Contracting Authority, see date Annex 4, Including the Waiting on Weather days, as referred to in this criterion, is used for assessment purposes. This difference in calendar days is referred to as 'D'. To determine the score, the following tranches and corresponding formulas are used: A. D has a negative value until 0 days: score = 0 points; B. D between 0 days and 22 days: a score between 0 and 5 points, for which the score = $(D/22)*5$; C. D higher than 22 days: score = 5 points.
5	<u>This criterion is judged by the delivery (cycle time) of the final Geophysical report for NW zuid including all data processed</u> The difference (number of calendar days) between delivering the final geophysical report and the desired date set by Contracting Authority, see date Annex 4, as referred to in this criterion, is used for assessment purposes. This difference in calendar days is referred to as 'D'. To determine the score, the following tranches and corresponding formulas are used: A. D has a negative value until 0 days: score = 0 points; B. D between 0 days and 46 days: a score between 0 and 5 points, for which the score = $(D/46)*5$; C. D higher than 46 days: score = 5 points.
5	<u>This criterion is judged by the delivery (cycle time) of the final Geophysical report for NW noord including all data processed</u> The difference (number of calendar days) between delivering the final geophysical report and the desired date set by Contracting Authority, see date Annex 4, as referred to in this criterion, is used for assessment purposes. This difference in calendar days is referred to as 'D'. To determine the score, the following tranches and corresponding formulas are used: A. D has a negative value until 0 days: score = 0 points; B. D between 0 days and 46 days: a score between 0 and 5 points, for which the score = $(D/46)*5$;

	C. D higher than 46 days: score = 5 points.
--	---

5.3 Award criteria relating to prices/rates

Tenderer is requested to complete the schedule of rates and prices format in Annex 4, in which Tenderer specifies the maximum prices and rates that apply to relevant parts of executing the WORK. The virtual 'total price', as referred to in this criterion, is only used for assessment purposes with regard to this tender and will have no meaning during the Contract. The prices and rates are excluding VAT.

Maximum number of points to be obtained	Assessment criteria
20	The Tenderer provides all relevant maximum prices and rates in Annex 4. By using the relative weightings / virtual quantities as defined by the Contracting Authority in Annex [4], a virtual 'total price' is calculated (also referred to as virtual 'contract price' or virtual 'total costs'). This virtual total price, is referred to as 'P'. To determine the score of the Tenderer, the following tranches and corresponding formulas are used: A. P lower than € 15.000.000: score = 0 points and exclusion of the Tender B. P between € 23.000.000 and € 15.000.000: a score between 0 and 20 points, for which score = $20 - (20 / (23.000.000 - 15.000.000)) * (P - 15.000.000)$; C. P higher than € 23.000.000: score = 0 points and exclusion of the Tender

5.4 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

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 the award criteria § 5.2.1 (Project Documentation), § 5.2.2 (Project team) and § 5.2.3 (Vessels and equipment) a minimum overall average of 50% (rounded up) of the maximum number of points should be obtained. For the individual award criteria § 5.2.1 (Project Documentation), § 5.2.2 (Project team) and § 5.2.3 (Vessels and equipment) tenders should obtain at least 40% on each award criteria. Tenders which do not meet this requirement will be set aside by the Tendering authority and will not qualify for award of the Contract.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined.

If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the criterion relating to price/rates (see section 5.3). In the event that the highest scoring Tenderers also achieve an equal score for this criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 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):

Lex Spobeck of the Procurement Office IUC EZK at 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 [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

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](#)

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.

Location in Tender Document	Subject / Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2 (fill in Annex 2)	List of Reference Contracts	Fill in, legally sign and add to TenderNed
3.2	Documents providing equipment details and method statement in connection with environmental exemption (underwater noise)	Add to TenderNed
5.2.1	Project execution Plan, HSE Management Plan, Quality Management Plan Provide a response to the Tendering Authority's award criteria	Add to TenderNed
5.2.2 and 5.2.3 Annex 3 (fill in Sheets 3a, 3b and 3c)	Qualifications of Key Project Members, Team Composition and Vessel(s), and Equipment.	Fill in and add to TenderNed
5.2.4 and 5.3 (fill in Annex 4)	Cycle times and prices	Fill in and add to TenderNed
5.2.2.	CV's of proposed personnel	Add to TenderNed
3.2 and 3.4 (fill in Annex 5)	Letter of Confirmation	Fill in and submit using the 'Message' facility in TenderNed,

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

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document'). Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract. If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

Submitting a tender as a principal contractor together with subcontractors

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

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, (see section 4 of this document), then the subcontractor(s) in question must also complete a separate 'European Single Procurement Document', filling in parts II A, II B, III and IV and legally sign it (see the information under II C in the ESPD).

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

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

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

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information:

the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the work or the provision of the services.

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.

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.

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

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

7.3.21 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 LOGIC General Conditions of Contract for Services (On- and Off-shore) Edition 3 – March 2019 Annex 6 – Section II a and b) apply to the Contract.

7.3.22 Contract conditions

The draft Contract, and the corresponding LOGIC General Conditions of Contract for Services (On- and Off-shore) 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 (ESPD)
- Annex 2 List of Reference Contracts
- Annex 3 Qualification for Key Project Members, Vessel(s) and Team Composition
- Annex 4 (Cycle Times and Prices)
- Annex 5 Letter of confirmation
- Annex 6 Contract documents, including all sections:
 - (I) Draft Agreement
 - (II) a: Conditions of Contract
 - b: Conditions of Contract (compared with LOGIC)
 - (III) Remuneration
 - (IV) Scope of Work
 - (V) Health Safety & Environment
 - (VI) Quality and Administrative instructions and Requirements. Zip file
 - (VII) Starting Points and Assumptions. Zip file including:
 - GIS Map (MPK-files NW noord, NW zuid)
 - Persistence tables (IA NW noord and IA NW zuid).
 - Documents KEC4.0
- Annex 7 Complaints Procedure