



Tender Document

Invitation to tender in accordance with the European open procedure for the performance of a Metocean assessment for Dutch Wind Farm Zones

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Definition of terms

Tendering authority	The Netherlands Enterprise Agency (RVO), part of the Ministry of Economic Affairs and Climate Policy
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer
Tender	A quotation submitted by the Tenderer in response to this Tender Document
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK), which will serve as process manager during this tendering process
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority
Contractor	The party with whom the Contracting Authority concludes the Contract, also referred to as the Expert Support Contractor

Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process
European Single Procurement Document (ESPD)	A statement in which the Tenderer declares his compliance with the requirements specified in this document
Non-disclosure Agreement (NDA)	Agreement signed by Contractor stating that he and his staff and subcontractors will not disclose confidential information that has been shared by the Contracting Authority as a necessary part of the performance of the services/execution of the Contract
Specific terminology	
Wind Farm Zone (WFZ)	The areas within the Dutch Exclusive Economic Zone (EEZ) that have been designated for the development of offshore wind farms, as laid down in the Dutch regulatory framework regarding the use of the North Sea as part of the "Nationaal Waterprogramma".
Search Area	Areas within the Dutch EEZ that are explored for offshore wind farm development by the Government, as laid down as part of the "Nationaal Waterprogramma". These areas do not have the status of designated WFZs.
Metocean Assessment	A combination of a Metocean desk study and a Wind Resource assessment. The purpose of the Metocean Assessment will be to provide detailed and validated meteorological and oceanographic (metocean) conditions to serve as input for the energy yield estimates, design, installation and maintenance of wind turbines, inter array cables, substations and their support structures.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the European open procedure for the performance of a Metocean Assessment for Dutch Wind Farm Zones.

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

1.1 Tendering Authority and IUC-EZK

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

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

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

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

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

1.2 Reason for this invitation to tender

The Ministry of Economic Affairs and Climate Policy introduced a roadmap towards about 21 GW around 2030. In this roadmap, specific areas are designated for offshore wind farm development in the upcoming years.

The Dutch Government has developed a systematic framework under which offshore wind farm zones are designated. Any location outside these wind farm zones is not eligible to receive a permit. Within the designated wind farm zones the government designates the specific sites where wind farms can be constructed, using a so-called Wind Farm Site Decision ('Kavelbesluit'). This contains conditions for building and operating a wind farm on a specific site. The Dutch Government provides all relevant site data and Dutch transmission system operator TenneT is responsible for grid connection.

Winners of the site development tenders will be granted a permit to build a wind farm according to the Offshore Wind Energy Act (Wet Windenergie op zee) and will be offered a grid connection to the mainland. The Ministry provides site data, which can be used for the preparation of bids for these tenders. This system is expected to contribute to cost savings.

The Netherlands Enterprise Agency has been requested to prepare and collect all site data required for commercial developers to prepare a competitive bid. As part of the future Permit Call for Tender document(s), the participants will receive information packages in which detailed information about the offshore site is included. Detailed information on the meteorological and oceanographic (metocean) conditions at the site will be part of this information package.

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

1.3 Time schedule

The schedule below applies to this tendering process.

25 February 2022	Issuing of publication, start of tendering period.
21 March 2022– Before 13:00 CET	Closure of the 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).
1 April 2022	Issuing of the Memorandum of Information
12 April 2022 – Before 13:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
12 April 2022 up to and including 24 May 2022	Assessment of Tenders.
25 May 2022	Announcement of the award of the Contract.
16 June 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.
17 June 2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
27 June 2022	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

Activity A: The work as described in the Annex 5-III Scope of Work section 2.1 to 2.7

The purpose of the assignment will be to provide detailed and validated meteorological and oceanographic (metocean) conditions to serve as input for the energy yield estimates, design, installation and maintenance of wind turbines, inter array cables, substations and their support structures at Wind Farm Zone IJmuiden Ver and Search Area 1. The analysis is to be based on the best possible data sources, be carried out with state-of-the-art methods and models and be in accordance with the last revisions Service Specification DNVGL-SE-0190 Edition 2015-12 and Standards DNVGL-ST-0126 Edition 2016-04 and DNVGL-ST-0437 Edition 2016-11 (or equal or better).

In addition, the assignment is to provide meteorological and oceanographic (metocean) conditions for a broader area on a feasibility study level with basic validation.

For areas within the site boundaries of IJmuiden Ver and Search Area 1 the specified metocean conditions shall be made available through reports and a digital metocean database. The reports shall also contain the validation with measurements.

For all other areas within the model domain but outside these areas, the generated metocean data (time series of wind, waves, currents and water levels and statistical derivatives thereof) shall be made available through the metocean database.

The Scope of Work consists of the following activities:

1. Provide a general characterization of the metocean climate at the specified areas (e.g. dominant tides, storm severity, spatial uniformity of conditions).
2. Provide a Wind Resource Assessment that can be used for wind farm modelling, yield assessments and business case calculations for the offshore wind farm to be developed at the location.
3. Analyse metocean conditions of:
 - Wind
 - Waves
 - Currents
 - Water levels
 - Joint probability distributions
 - Other parameters
4. Summarize the approach and results (tables, graphs) of one representative output location in a separate report for wind farm zone IJmuiden Ver and Search Area 1. This output location will be proposed by the contractor and approved by the Contracting Authority.
5. Summarize the approach and results (tables, graphs) for the feasibility level study for one representative output location for the Dutch North Sea area. These output locations will be proposed by the Contractor and approved by the Contracting Authority
6. Provide a digital metocean database that will enable obtaining output (tables, graphs, time series) at any requested location within the site boundaries of the model domain.

Activity B: Answering questions raised by third parties after publication of the database and reports by the Contracting Authority

It is anticipated that additional market questions regarding this Metocean Assessment will be made after delivery of the study results. Contractor is requested to support Contracting Authority in answering these questions for a period of 5 years.

Options

With reference to ANNEX 5 - Section II, REMUNERATION and Annex 5 - Section III, SCOPE OF WORK the following options are identified;

Activity C: update of database and delivery of detailed output parameters and certification for an additional Search Area(s)

Contractor is requested to include an optional scope item in their proposal to update the feasibility level metocean database of an additional Search Area to a validated metocean database and to provide detailed outputs. This work may be requested after bathymetrical data of the future wind farm zone have become available from the geophysical campaign and after a number of months of metocean data have been measured at this site.

Whether this option will be included in the contract scope is depending on the availability of additional metocean data measurements, developments of future zones and feedback received from developers on the use of the metocean database. The additional Search Area will be one of those within the Feasibility domain shown in Figure 3 in the Scope of Work.

For the purpose of pricing this optional task the Contractor is requested to assume that updated bathymetry data will be available and 1 year of onsite metocean data measured will be available for the additional Search Area to be used for validation as part of the update. The amount of the option is in order of magnitude of deliverable 5. For the additional Search Area detailed output parameters are required, as described in section 2.3 of the Scope of Work and certification of the database for the additional Search Area is required.

Activity D: additional support from project team

Contracting Authority may ask additional support from the project team for analysis, answering questions or support in coordination with other studies. The anticipated amount of hours is 100 hours for the Project Manager, 100 hours for a Senior Expert and 100 hours for a Junior Expert. This option may be included in the contract scope throughout the duration of the Agreement.

A detailed specification of the scope of work can be found in Annex 5 – (Section III) Scope of Work.

The data collected for this study will be made available to the participants in the permit tenders for offshore wind farms in the Netherlands.

2.2 Lots

The tender is not divided into lots, because the Contracting Authority requires integrated services with utmost efficiency. It is decided to combine the metocean desk study with a wind resource assessment (although in the past these studies were done separately). The Contracting Authority conducted a market consultation to check whether it is feasible for the market to combine the Metocean Desk Study (MDS) and Wind Resource Assessment (WRA) for Dutch Wind Farm Zones. This market consultation led to the conclusion that there are advantages for both the market and the contracting authority to combine the studies. The main advantage of combining the MDS and WRA is improved alignment between the studies. This alignment is essential for end users as it increases the trustworthiness of the (wind) data, which are used in foundation and layout design, as well as yield calculations. Improved alignment may therefore result in significant cost reduction for the end users. Combining both analyses will not reduce the market competition. Parties can form consortia to cover the specific knowledge and experience for both assessments. Furthermore, the possibility of shared learning between the parties can improve the quality of the components of the assessment. You can find the published market consultation and a report with notable points of discussion from the market consultation in annex 8.

2.3 Contract Period

The contract will commence on 27 June, 2022 and the final deliverable is planned for ultimately September 30, 2027.

The database will have to be maintained (i.e. correct bug fixes) for a period of five years. The initial contract period will be 5 years, with an option to extend the Contract, to be exercised unilaterally by the Contracting Authority, under the same conditions, once with a maximum period of 2 years. The total duration of the Contract is therefore a maximum of 7 years, including extension options.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value 1.100.000 Euro (exclusive of VAT) including options. The highest total contract value is estimated at 1.800.000 Euro (exclusive of VAT). The lowest is estimated at 900.000 Euro (exclusive of VAT).

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

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

2.5 Variants

To create flexibility for Tenderers and in order to stimulate innovation, the Tendering Authority has decided to admit Variants in this tender procedure. The Tenderer is allowed (but not obliged) to submit a (one) variant in addition to a Tender. The first Tender as well as the Variant (the second Tender) should be in conformity with ALL requirements stated in Sections 3 and 4 of this Tender Document. The first Tender as well as the second Tender will be assessed according to the award criteria listed in Section 5. The reason for this procedure is to provide an opportunity for Tenderers to provide a Tender with enhanced innovation. The alternative Tender could incur additional risks, costs or timescale. The Tenderer shall describe any additional risks associated with the alternate tender and proposed mitigation methods. The Tendering Authority shall decide at his own discretion whether the second Tender can be considered compliant with the objectives of the works before it will be assessed according to the award criteria listed in Section 5. In case the second Tender is considered not compliant with the objectives of the works this Tender may be put aside and excluded from further assessment.

3. Requirements to this assignment

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

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

3.1 Requirements relating to the Scope of work

- 3.1.1. Tenderer will execute the services regarding the supply of metocean data that need to be carried out under the Agreement.
- 3.1.2. Tenderer complies with the Scope of Work as described in Annex 5–III Scope of Work and other sections of Annex 5 that are part of the (draft) Agreement.

3.2 Requirements relating to the execution of the assignment

- 3.2.1. The project must be managed by an experienced metocean expert with at least 10 years of dedicated experience with metocean studies and wind resource analyses;
- 3.2.2. The persons involved must be fluent in the English language;
- 3.2.3. A single contact person must be available during the complete assignment.
- 3.2.4. Tenderer must be available for meetings with client:
 - a) At the start of the assignment (meeting at offices RVO in the Netherlands);
 - b) To approve the proposed approach and table of content (meeting at offices RVO in the Netherlands);
 - c) To give a PowerPoint presentation of the results (meeting at office of supplier);
 - d) At a clarification meeting with certifying body (meeting at offices RVO in the Netherlands).
 - e) To give a webinar to disclose the results to potential developers.

Note: if due to Covid physical meetings are discouraged by the Government, these meetings will be held online using MS Teams.

- 3.2.6. The acceptance of the final certified reports and database for IJmuiden Ver and other Wind Farm Zones may not exceed 2nd of May 2023. An anticipated schedule is given in Annex 5–III Scope of Work.
- 3.2.7. Tenderer can dispose of an operational wind and wave model of the Dutch North Sea (comprising at least the model domain), which is already validated by time series of minimal 10 years of measurements throughout the model domain (at least 4 locations).

3.3 Requirements regarding 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' ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021–2025. The agreements to be concluded 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.

More information about the 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, if the Contracting Authority so requests, to submit a proposal (project plan) within 30 days of this request for the arrangement and implementation of a social return pilot project. The Contractor has room to translate its own ambitions/ideas for delivering social impact into a concrete proposal for a pilot project. This proposal is in line with the possibilities and wishes of the Contracting Authority and offers the Contractor the opportunity to realize these ambitions. The goal for the (additional) social impact to be achieved with this project is concrete, ambitious, yet achievable and realistic. The proposal for a social return pilot project will become part of the 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 effort 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.

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

3.4 Requirements relating to the prices/rates

- 3.4.1. The proposal must specify a fixed total price (excluding VAT) for the execution of the contract including corresponding hourly rates, as specified in Annex 4. All amounts should be stated in Euros. The prices include all costs, e.g.: the provision of the requested Scope of Work, the salary costs, the overhead costs, the costs for support work, the costs for the

use of models and data, insurances costs and travel and accommodation expenses. Costs which are not mentioned in your offer cannot be reimbursed. When filling out the requested prices/tariffs, please use Annex 4 'Prices.'

- 3.4.2 Bandwidths will not be accepted. The offered prices and rates are excluding VAT. Tenderer will not offer zero prices/rates or negative rates (not even on parts).
- 3.4.3. If Tenderer indicates that he does not have to charge VAT, he agrees that he will present the evidence with respect to the reason for this to the Contracting Authority within 20 days following its request in that regard.

3.4.4.Contract Price

The Contract Price set out herein shall be the remuneration payable to the Contractor for the Work set out in the Contract and shall take full account of the liabilities and obligations of the Contractor under this Contract.

3.4.5.Fixed rates and prices

The rates and prices agreed upon shall be fixed at least until September 30, 2025. In case the option to extend the Contract is invoked, the prices and rates can be adjusted once, at least 3 months before the end of the Contract. Requests for indexation can be addressed to contractmanagement@RVO.nl.

The prices and rates can be adjusted in line with the index figure set by Statistics Netherlands (CBS Statline) applicable to collectively negotiated hourly wages (including special bonuses) in the business services sector. For this purpose, the monthly figure for the most recently published month is used and the index for the starting month of the Contract is set as 100%.

The request for indexation submitted by the Contractor must be itemised, accompanied by a printout from CBS Statline, and contain a reference to the Contract in question with the Contracting Authority. The proposal must contain a summary of both the current prices and rates and the new prices and rates. The Contracting Authority will inform the Contractor in writing of the decision regarding whether or not to accept the new prices and/or rates.

3.5 Tax-related requirements

- 3.5.1. The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.5.2. The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.5.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
- 3.5.4. 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.

- 3.5.5. 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.
- 3.5.6. 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.

3.6 Invoicing requirements

- 3.6.1. You can send an invoice every month based on the actual hours worked. You must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.7.1. 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.

3.7.2. For companies not established in the Netherlands

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

4. Requirements concerning the Tenderer

4.1 Introduction

In this section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

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.

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

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

Please refer to <https://ec.europa.eu/tools/ecertis/search>
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

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

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

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

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

4.3.2 Reference data (technical qualifications)

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

- 1) Capability of carrying out analyses of meteorological and oceanographic conditions in accordance with service specification DNVGL-SE-0190:2015-12 and with offshore standards DNVGL-ST-0437 Edition 2016-11 Loads and Site conditions for Wind Turbines and DNVGL-ST-0126 Edition 2016-04 Support Structures for Wind Turbines (or equal or better or comparable).
- 2) Capability to carry out a wind resource analysis in accordance with service specification DNVGL-SE-0190:2015-12 and with offshore standards DNVGL-ST-0437 Edition 2016-11 Loads and Site conditions for Wind Turbines and DNVGL-ST-0126 Edition 2016-04 Support Structures for Wind Turbines (or equal or better or comparable).
- 3) Ability to translate the results of the metocean data analyses into a digital database that will enable obtaining output (tables, graphs, time series) of metocean conditions at any requested (x, y) location within the site boundaries of the model domain.

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 past three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignment(s) must be at least 350.000 Euro. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service 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 3 and add it to TenderNed):

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 together they have a value of at least 350.000 Euro in total.

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

4.3.3 Quality assurance (technical qualifications)

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

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

Or:

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

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

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

Compliance with these quality-control requirements can be demonstrated by means of:

- A description (max. two A4 sides, either single or double-sided) of the quality-assurance system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-assurance system. The subsection 'Quality Assurance' explains what is meant by the term 'equivalent'. Your description must address all the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

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

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

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

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

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

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

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

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

5. Award criteria and assessment

Introduction

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

In case you wish to submit a Variant in addition to your first Tender, please attach the second Tender also under the tab 'Documenten' but clearly state 'Offer 1' and 'Offer 2' on the documents, or another distinguishing name.

It is possible to copy documents if your answer to a certain (sub) preference is the same in Offer 1 and Offer 2, however it is not allowed to refer to Offer 1 in Offer 2 or vice versa. When submitting two Offers, please make sure that they are each individually complete.

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

Paragraph	Subject	Maximum number of points to be obtained
5.1	Proposed methodology & validation	25
5.2	Proposed deliverables	20
5.3	Track record and experience of the project team	20
5.4	Innovations	10
5.5	Delivery time of reports and database	10
5.6	Price	15
Total		100

5.1. Criterion 1 Proposed methodology & validation

Project Execution Plan and Project Quality Plan

You will submit a draft Project Execution Plan as defined in Annex 5-III 'Scope of Work', containing a detailed description of the methodology of the work to be executed. Here, you provide a clear elaboration of the approach, analyses to be performed, and results of the work to be delivered, based on the specified Scope of Work.

Furthermore, you will submit a draft Project Quality Plan, as defined in Annex 5-V, focussing on the quality assurance performed on the numerical analyses, reports and database.

This criterion concerns the methodology for the metocean study, the wind resource assessment and the proposed validation of the data. The assessment of this criterion will be done on the basis of the following subcriteria:

1. Methodology, modelling approach and proposed analyses for WRA
2. Methodology, modelling approach and proposed analyses for MDS
3. Methodology for alignment between the WRA and MDS
4. Methodology for validation and comparison with other sources of the metocean database for IJV
5. Motivation of suitable data sources to be applied for the study, including performed validations

Criterion 1 is evaluated based on the draft Project Execution Plan and the Project Quality Plan.

5.2. Criterion 2 Proposed deliverables

In the draft Project Execution Plan and draft Project Quality Plan you are required to provide a description of the proposed deliverables. The following points will be assessed:

1. The extent to which the requested output parameters are covered
2. Description and illustrations of the proposed metocean database and GUI (Graphical User Interface) and its proposed functionality, expected performance and user friendliness

5.3. Criterion 3 track record and experience of the project team

Criterion 3 is evaluated based on Annex 6. The CVs will be used to check data provided in the excel sheet (Annex 6).

In Annex 6 you are required to submit information regarding the track record and experience of the project team:

- CV's of the dedicated project manager, and project team members and a description of their roles and responsibilities within the project and motivation for including them in this project.
- Reference project lists of the company in the last 10 years. The experience of the proposed project team should apply to the staff members you actually intend to use for the services requested.
- List of reference journal and/or conference publications of offshore metocean research in the past 10 years of team members.

The assessment will be based on the extent to which the project team fits the needs of the Contracting Authority as specified in this document based on the following subcriteria:

1. The experience of the project manager with managing a metocean study and a WRA including alignment between both
2. The overall experience of the team members executing a metocean study and/or WRA study and the alignment between these studies.
3. The overall experience of the team members with setting up and maintaining a metocean database.
4. Quality and relevance of metocean publications of the project team in the last 10 years

5.4. Criterion 4 Innovation

In the draft Project Execution Plan you are required to submit information regarding any enhanced innovative approaches included in your offer. Innovative approaches may include advances / refinements in methodology as compared to industry standard approaches, any new / additional datasets to be considered, any developments in database functionality or performance. Specific examples may include 3D modelling sand waves and / or custom meso-scale modelling for wind climate. You are also requested to elaborate on the added value of any innovative approaches.

The assessment of this criterion will be based on the following subcriteria:

1. Additions/innovations compared to present metocean modelling approaches and databases
2. Additions/innovations compared to current industry standard WRA methods and tools
3. Any other innovations

5.5. Criterion 5 delivery time of the reports and database

Time schedule

In the draft Project Execution Plan you are required to submit a comprehensive time schedule for performing the works showing all activities, their duration and the delivery dates. Please make sure a project schedule (bar chart of activities or equal) is included in the Project Execution Plan. The feasibility of the proposed delivery time should be shown by a risk analysis and mitigation plan on time and by showing critical path on the project schedule.

Assessment of this criterion will be based on the following subcriteria:

1. The extent to which the time schedule is comprehensive, complete and SMART
The feasibility of the proposed delivery date.

Award methodology for criteria 1 to 5

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

Quality response	Percentage of maximum number of points to be obtained per criterion
Excellent, with added value	100%
Very good, with some added value	90%
Good	80%
Very satisfactory	70%
Satisfactory	60%
Reasonably satisfactory	50%
Mediocre, not entirely satisfactory	40%
Very mediocre	30%
Poor, not satisfactory	20%
Very poor, not satisfactory	10%
No results	0%

The Tenderer should score at least 'satisfactory' (60% out of 100) on each of the criteria 1, 2, 3 or 5 mentioned in this chapter. Proposals with a score lower than 60% on criteria 1, 2, 3 or 5 will disqualify.

5.6. Criterion 6 price

You are required to fill in and submit Annex 4 Price.

A CONTRACT PRICE (P) is defined consisting of the contract sum (activity A) to which are added 3 optional activities (activity B, C, D), which can be included in the contract (see Annex 4 Price).

- Activity A consists of the work as described in the Annex 5-III Scope of Work section 2.1 to 2.7 and is a fixed price proposal of the work described.
- Activity B consists of a budget available for answering questions raised by third parties after publication of the database and reports by the Contracting Authority.
- Activity C is an optional item for updating the database and providing detailed deliverables for an additional Search Area, assuming one additional Search Area is requested
- Activity D is a provisional sum of man hours to support the Contracting Authority with additional expert support.

The CONTRACT PRICE (P) is defined as: $\text{contract price} = A + B + C + D$.

To determine the score of the tenderer for this criterion, the following formula are used:

1. P between € 0 and € 900.000: score = 15 points;
2. P between € 900.000 and €1.800.000: a score between 0 and 15 points, for which score = $15 - (15 * (P - 900.000) / (1.800.000 - 900.000))$;
3. P above € 1.800.000: disqualification

The assessment will be based on the price exclusive of VAT.

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 1 'Description of Proposed methodology & validation'. In the event that the highest scoring Tenderers also achieve an equal score for this criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 20 (twenty) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. 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 iucezteam1@rvo.nl

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited. If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 (+31 70 379 88 99, when calling from abroad) or via servicedesk@tenderned.nl. You can also consult <https://www.tenderned.nl/cms/voor-ondernemingen> or <https://www.tenderned.nl/cms/english/tenderned-foreign-businesses>

7.3.2 #eHerkenning

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

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

Visit [Inloggen op TenderNed als ondernemer met eHerkenning | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See <https://www.tenderned.nl/cms/voor-ondernemingen> or <https://www.tenderned.nl/cms/english/submitting-tender-open-procedure>. All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.3.4 Validity period and submission of Tender

The Tender must be valid for at least the four months after the deadline for submitting the tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.3.5 Variants on Tender

Due to receiving signals from the market that it is desired to be able to submit an additional Tender, and in order to stimulate innovation, the Contracting Authority has decided to admit Variants in this tender procedure. (Please also refer to § 7.3.20).

The Tenderer is allowed (but not obliged) to submit a variant in addition to a Tender. The first Tender as well as the Variant (the second offer) should be in conformity with the requirements stated in Sections 3 and 4 of this Tender Document. The first offer as well as the second offer will be assessed according to the award criteria listed in Section 5.

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer. Any costs or damage that (may) arise as a result of not awarding this tender are for the account and risk of the Tenderer.

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence.

In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy. 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/voor-ondernemingen> or <https://www.tenderned.nl/cms/english/tenderned-foreign-businesses#>
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.

- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or 0800-8363376 (+31 (0)70-3798899 when calling from abroad).. 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.

Re	Description	To be added in your Offer
Annex 1	Completed and signed ESPD*	Fill in, legally sign and add to TenderNed
Annex 3 Paragraph 4.2.3	Completed form Reference data	Add to TenderNed.
Paragraph 5.1	Your reaction to award criterion Description of proposed methodology & validation (PEP and PQP)	Add to TenderNed.
Paragraph 5.2	Your reaction to award criterion Description of proposed deliverables (PEP and PQP)	Add to TenderNed.
Paragraph 5.3 Annex 6	Your reaction to award criterion 3 Track record and experience of the project team and CV's of team members	Add to TenderNed.
Paragraph 5.4	Your reaction to award criterion Innovation (PEP)	Add to TenderNed.
Paragraph 5.5	Your reaction to award criterion Delivery time of the draft report and database (PEP)	Add to TenderNed.
Chapter 5, Annex 4	Your reaction to award criterion Prices/rates (completed price format)	Add to TenderNed.

* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

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

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

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 services.

7.3.18 Single submission of a maximum of two offers

A natural person, legal entity and/or company *can* submit a Tender and Variant only once (either individually or in combination with other natural persons, legal entities, and/or companies, see paragraph 7.3.17).

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 Dutch or English.

7.3.21 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

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

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract(s). Only the definitive Contract(s) will apply during the execution of the assignment.

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

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

- Annex 1 European Single Procurement Document
- Annex 2 Complaints procedure
- Annex 3 List of reference contracts
- Annex 4 Prices
- Annex 5-I Draft Contract
- Annex 5-II Remuneration
- Annex 5-III Scope of Work
- Annex 5-IV ARVODI_2018 English
- Annex 5-V Quality requirements
- Annex 6 Track record and experience of project team
- Annex 7-I Starting Points and Assumptions
- Annex 8 Market Consultation