



Ministry of Economic Affairs
and Climate Policy

Tender Document

**Invitation to tender in accordance with
the European open procedure for expert
support to the Netherlands Enterprise
Agency for site characterization within the
Doordewind Wind Farm Zone.**

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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>)
Lowest acceptable bid	The lowest priced Tender that qualifies the criteria.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender
Tenderer	An entrepreneur or entrepreneurs who has/have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer
Tender	A quotation submitted by the Tenderer in response to this Tender Document
IUC-EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK), which will serve as process manager during this tendering process
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority
Contractor	The party with whom the Contracting Authority concludes the Contract, also referred to as the Expert Support Contractor

Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process
European Single Procurement Document	A statement in which the Tenderer 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

WFZ	Wind Farm Zone
DDW	Doordewind
Work(s)	Services to be provided by Contractor/activities to be deployed by Contractor in performing the Contract
Expert support contractor	Contractor providing expert support, the subject of this Tender
Site study contractor	The Contractor executing the site study, for which expert support is needed

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender, conducted in accordance with the European open procedure for Expert Support to the Site Characterization Doordewind with the purpose of developing Offshore Wind in the Netherlands.

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

The complete tender contains one lot for providing RVO with expert support:

- Providing RVO with expert support for upcoming Soil studies in the Doordewind Wind Farm Zone (see further explanation in section 2).

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 and organisations. It aims to make it easier to invest, develop and expand their businesses and projects. 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

As part of its climate goals, the Dutch Government aimed to have 21 GW of offshore wind energy feeding into the grid by 2030. The roadmap to achieve this goal sets out a schedule of offshore Wind Farm Site permit tenders, with each tender offering 700 MW up to 2,000 MW of development in the period 2022 – 2030.

The Dutch Government provides comprehensive site data and TenneT is responsible for grid connection. Additional information on the legislative framework and the designated offshore Wind Farm Zones in the Netherlands can be found on our website <https://offshorewind.rvo.nl>.

As part of the future permit tenders, the tenderers will be provided with detailed information about the offshore Wind Farm Sites. Detailed information on the soil and wind and water conditions at the site will be part of this information. RVO is responsible for acquisition of the site data, which can be used for the preparation of bids for these tenders.

The wind farms will be built in designated Wind Farm Zones. Wind farms outside these Wind Farm Zones are prohibited. Within the designated Wind Farm Zones the government defines the specific sites where wind farms can be constructed using a so-called Wind Farm Site Decision ('Kavelbesluit'). This Wind Farm Site Decision contains all conditions for building and operating a wind farm on that specific site. Developers can apply in tenders for the permits to build and operate a wind farm according to a Wind Farm Site Decision. Winners of these permit tenders will be granted a permit and a grid connection to the mainland.

RVO will start the site characterization within the Doordewind Wind Farm Zone for offshore wind developments. The Doordewind Wind Farm Zone (DDW WFZ) and its location is presented in Figure 1. The lay-out of the DDW WFZ is possibly subjected to change. At this moment the Contracting Authority anticipates that the geophysical and geotechnical surveys to be executed will cover a Wind Farm Site suitable for 4 to 6 GW. A best estimation for the planning of the scope can be found in Annex 5 – SoW Soil expert Support.

Offshore Wind Energy Roadmap

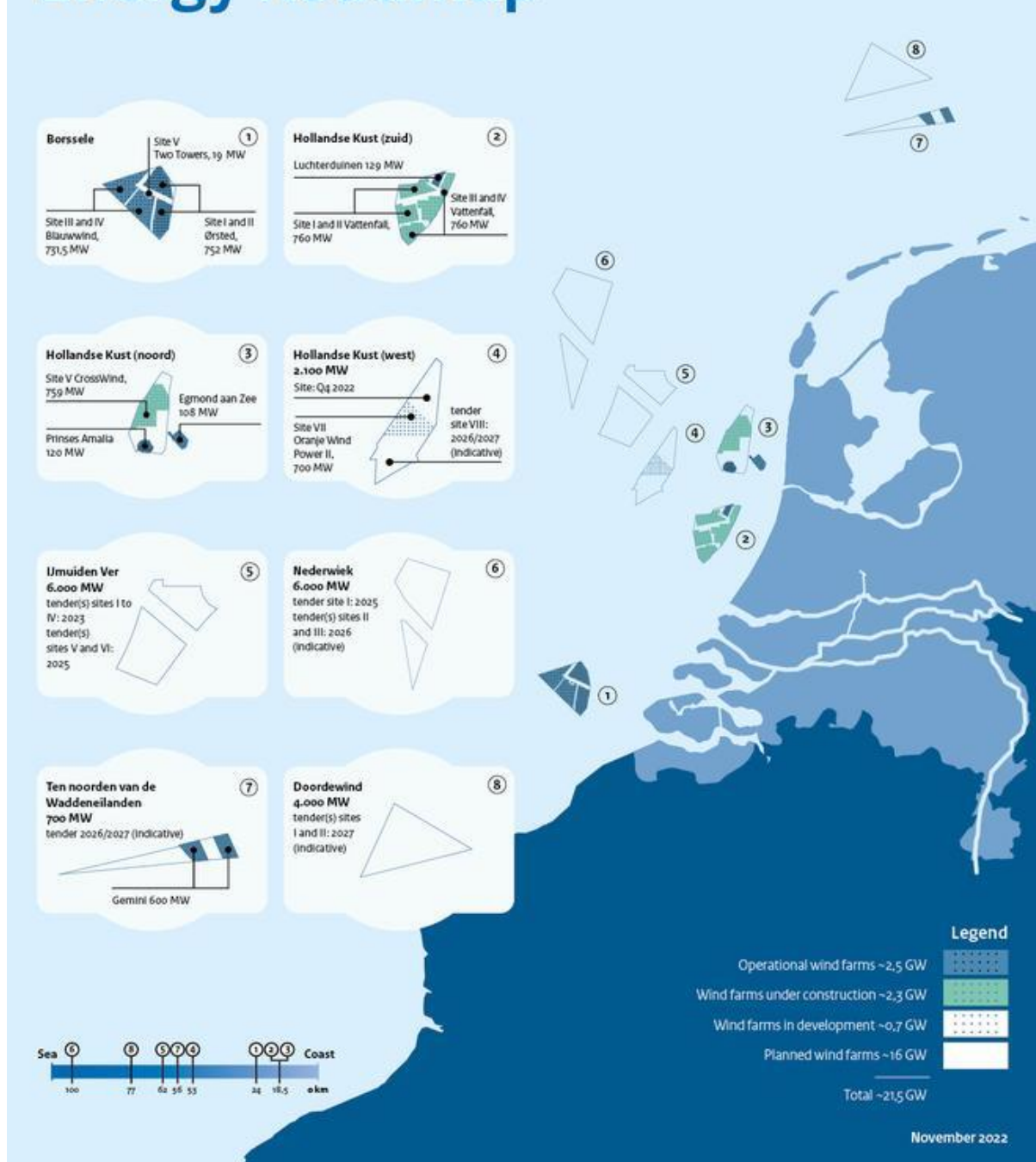


Figure 1: Offshore Wind Energy Roadmap 2030/2031

In order to achieve the highest results from these investigations, RVO intends to contract high quality experts who can support RVO in managing the site investigations. The objective of this European tender is to conclude an agreement with Tenderers who can support RVO on the different site investigations regarding contracting, quality control and operational support.

RVO wishes to conclude an agreement with the Tenderer who has submitted the most economically advantageous tender (based on the lowest acceptable bid). The future expert support Contractor(s) as well as the services/products to be performed/delivered by the expert support Contractor(s) must fulfil the terms and conditions set by RVO and specified in this Tender document.

1.3 Time schedule

The schedule below applies to this tendering process.

16 January 2023	Issuing of publication, start of tendering period.
6 February 2023 – Before 13:00 CET	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
17 February 2023	Issuing of Memorandum of Information
1 March 2023 – Before 13:00 CET	Deadline for the receipt of Tenders
1 March 2023 up to and including 16 March 2023	Assessment of Tenders.
16 March 2023	Announcement of the award of the Contract.
5 April 2023	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
5 April 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
6 April 2023	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

This assignment concerns soil expert support services to assist RVO with site characterization within the Doordewind Wind Farm Zone including capacity/budget beyond project boundaries. For example, this could be advisement/support regarding unforeseen developments, as helping with tender or support regarding future wind farm zone developments.

The order of priority in which the different site studies will be performed is not finalized. RVO is therefore requesting expert services based on the expected amount of work (hours).

RVO is looking for a Contractor/Contractors who can support RVO with managing the site investigations and the interfaces between the site investigations. RVO is specifically looking for expertise in the field of soil investigations. As such the proposed staff is required to consist of a lead expert(s) and specialist experts. The lead expert is expected to manage the interface between the site investigations and to advise the RVO Project manager(s) and RVO package manager where necessary. For in-depth discussions, reviews and support through the different projects the lead expert (and the RVO project managers) can rely on the specialist experts. Details on the Work(s) are provided in the following chapters of this tender document. More information on the scope of work, requirements and tasks can be found in Annex 5 Scope of Work Soil Expert Support.

2.2 Content of the assignment

The scope for Soil expert support consists of the expert support to the following works¹:

- 1) Site characterization of DDW an area of approximately 4-6 GW including;
 - Geophysical survey
 - Geotechnical survey
 - Ground model
 - Morphodynamical assessment

Optional scope

- 2) 1000 hours that will be reserved for support for future unforeseen developments, as helping with in the preparation of tender(s) or support for to studies within New Wind Farm Zones.

The content of the optional scope will be based on forthcoming political decisions. This might result in Contracting Authority and expert support to take a pragmatic approach to these future developments.

Contracting Authority foresees that site characterization surveys between the above-mentioned items 1 and 2 might be combined, or run simultaneously. The same contract conditions are applicable for the main scope (under item 1) as the optional scope (under item 2) if this option is utilized.

2.3 Contract Period

The Contracting Authority intends to conclude Contracts for the period from 6 April, 2023 to May, 2027.

The contract period has been chosen to ensure that the contracting party has enough time to finish the works as described in the SOW. The contract period is corresponding to the works presented, The Contracting Authority does not wish that parts of this SOW will need to be split between a

¹ works can be shifted between sites and scopes within a site, based on developments within the Netherlands, which are determined by the ministry of Economic Affairs and Climate policy

current and future contract due to the sensitivity of the works and to prevent loss of both quality, consistency and project communication.

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

2.4 Scope of the assignment

Approximately 9.500 hours divided in;

- 8.500 hours base scope items 1 of section 2.2
- 1.000 hours optional scope item 2 of section 2.2

2.5 Review Clause

There is a certain degree of uncertainty about the duration of the proposed assignment. With our current knowledge base it is difficult for RVO to predict the exact amount of work (hours) required. As such, an estimation has been provided for the timeframe in which the scope of work is supposed to be finalized.

In case the Work of the site study Contractor of the last site study to be performed is not finished by the envisaged end date of 1 May 2027, the Work(s) of the expert support Contractor will also be considered unfinished. In this case the Contract for expert support will be extended until all services are completed, with a maximum of 12 month. In the event of contract is extended the same contract conditions remain applicable.

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 expert support Contractor and discuss the earlier established contractual requirements considering the latest developments and outlook.

This Tender Document was created using the most up-to-date knowledge and insights related to the scope of work. The presented scope of work (number of hours) and projected time scale for execution of the different site studies are both considered best estimates. The conditions (referring to hours and schedule for studies) might change due to several unforeseen reasons, examples being (not limited to):

- Political desire to alter the (chronological) order by which the different sites need to be characterised;
- Change / delays in the overall site characterisation schedule. This might occur due to setbacks regarding engaged survey contractors. Examples are the occurrence of unpredictable situations such as extreme weather conditions, offshore accidents / incidents etc, but might also be due to alterations in contractor capacity (e.g., in relation to COVID-19).

2.6 Market Consultation

Prior to this tender procedure the Contracting Authority conducted a market consultation on November 18 2022. The Contracting Authority is providing by means of this market consultation a possibility to interested parties to share their insights into the market situation. The Contracting Authority had five meetings with the respondents. No distinction will be made between parties that have or have not participated in the market consultation. You can find the published market consultation in annex 10.

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 the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements relating to the scope of work

Tenderer is willing and able to execute the services that need to be carried out under the Agreement, as specified in Chapter 2 and in the Scopes of Work (Annexes 5). 'Services' means all the work that the Contractor is required to carry out in accordance with the provisions of the agreement.

Any traveling required to perform the services, shall be performed with zero-emission vehicles, such as electric cars, or public transport. When previous mentioned traveling options are not used, the contractor will be obligated to compensate the emitted greenhouse gasses. All emitted greenhouse gasses, calculated as CO₂ equivalent, are compensated by means of storage in trees or by investing in sustainable energy and/or energy saving.

3.2 Requirements relating to the core team of experts

The core team of experts should consist of minimum 5 and maximum 8 experts with a:

- minimum of 3 and a maximum of 5 senior experts

The services are expected to be executed:

60% by senior experts

40% by experts

3.3 Requirements relating to level of education and experience of experts

Contractor guarantees provision of experts with at least the following qualifications:

- Education at EQF level 6 as minimum ([find and compare Qualifications Frameworks](#))
- Experience with two or more site characterization projects for the development of offshore wind farms;
- Communication skills (English, oral and written) have at least level C1 in the common European Framework of Reference for Languages (CEFR).

3.4 Requirements relating to the availability of experts

Contractor guarantees the commitment and availability of the proposed experts during the lead time of the Agreement.

Contractor guarantees prompt replacement of expert(s) in case of dropping out of its candidates during the execution of the work and can provide replacement candidates with at least similar qualifications and under the same commercial conditions if required.

The acceptance of replacement candidates will only occur after approval by the contracting authority/RVO. The contracting authority/RVO reserves the right to dismiss provided replacement

candidates if the level of education, expertise, experience level are not proficient in relation to the previous experts².

3.5 Requirements with respect to independency

Contractor and subcontractors do not have any financial or other direct personal or business interests in the specific results of the investigations to be carried out or in specific recommendations or answers to the investigation questions.

Contractor must avoid the appearance of dependence or of a conflict of interests. Should they occur, they must be reported immediately to the Contracting Authority.

Contractor and subcontractors do not perform work with a potential conflict of interest during the lead time of the contractual Agreement.

The Contracting Authority regards as possible conflict of interest-situations (but not limited to):

1. Involvement in (preparing) applications for the permit tenders for the Wind Farm Site that is subject of the site study for which expert support is requested;
2. Any involvement in the site study other than the involvement that is subject of this Agreement. This means that any site study (sub)contractor (and all related staff) cannot provide expert support (this Tender), if site study (sub)contractor applies for soil or wind and water characterisation.
3. Involvement in the execution of site studies in any of the other designated Dutch Wind Farm Zones. This means that any site study Contractor (and all related experts) currently executing a site study for RVO at any site cannot apply for this Tender. Conversely, a party providing expert support under this Agreement cannot apply for a Tender for a site study in another Wind Farm Zone.

Expert support Contractor accepts the judgement of the Contracting Authority with respect to the conclusion that a conflict of interest exists.

In the event of an apparent personal or business conflict of interest, the Contracting Authority may ask the expert support Contractor to provide mitigating measures. The expert(s) concerned must, at the request of the Contracting Authority, be immediately replaced by (an) expert(s) with at least similar qualifications and under the same commercial conditions.

If, even after one or several candidates have been replaced, the appearance of dependence cannot be avoided, which makes, according to the Contracting Authority, wide acceptance of the investigation to be carried out unlikely, the Contracting Authority, will terminate the contract prematurely. In this case the Contracting Authority will not be liable for damages incurred by the expert support Contractor.

The contracting authority will not accept that the organisation that is awarded will execute an overlapping, or similar experts support contract with a potential offshore wind developer, participating in the DDW WFZ as included in the base scope of this tender, during the lead time of the contract signed with contracting authority. (Example: organisation is allowed to work on WFZ IJmuiden Ver for offshore wind farm developer but is excluded from working for offshore wind farm developer interested in DDW and other sites that are included in the optional scope).

In addition, during the lead time of the contract, contracting authority wishes that the organisation awarded a lot to provide expert support, will not work (or propose to work) on site study characterisations put forward by contracting authority. A clear conflict of interest would arise if the organisation awarded with a lot would provide both expert support and work on an associated site characterisation study. This does also apply with Provision of expert support in DDW and performance of a site characterization study within one of the other Dutch Wind Farm Zones.

² Also see Article 6.1 of the Arvodi.

RVO demands that the awarded contractor avoids going into any other form of contract that diminishes the independence in relation to the expert support provided for the main scope of this Tender.

3.6 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'³ ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025⁴. The agreements to be concluded as 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.

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 based on a best-efforts obligation.

The 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 a 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.

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

4 <https://www.rijksoverheid.nl/documenten/kamerstukken/2021/01/22/kamerbrief-nationaal-plan-maatschappelijk-verantwoord-inkopen-2021-2025>

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.

3.7 Requirements relating to the prices/rates

- 3.7.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.

By completing the Appendix 'Prices/rates', Tenderer gives an overview of the maximum rates for executing the services under the Agreement. When completing the price format, you state the prices and rates as follows:

- the amount excluding VAT;
- the VAT amount and;
- the amount including VAT.

The price/rates must be "all-in": this includes e.g.: the salary costs, the overhead costs (such as accommodation expenses and salary costs of non-productive staff), the costs for support work, the costs for the use of equipment (including PCs, incurred for the purpose of the contract and the profit, the insurances costs, travel and accommodation expenses, etc. The rates must be expressed in euros.

As result of the content of the WORKS frequent meetings will be expected. meetings will basically be held online. If necessary, for example for the sake of efficiency of decision making, a physical meeting can be held in the Netherlands.

We expect physical meetings to take place in normal circumstances. This will be probably be a maximum of 4-5 meetings per year. If COVID-19 continues to impact the world, these meetings will be also online.

- 3.7.2 Rates offered for the Agreement (including the optional scope) must be:
for Senior experts between € 120 and € 190 / h (excl. VAT)
for experts between € 75 and € 160 / h (excl. VAT)

Hourly rates should fit the level: the hourly rate for a senior expert is equal or higher than the hourly rate for an expert.

- 3.7.3 International travel costs will be reimbursed (economy class). Other costs (when travelling abroad) can be reimbursed to a maximum of the EC per diem rates. Per diem rates cover accommodation, meals, local travel within the place of mission and sundry expenses.
https://ec.europa.eu/international-partnerships/system/files/per-diem-rates-20200201_en.pdf

- 3.7.4 Indexation

The agreed rates are fixed at least until April 1, 2024. Requests for indexation can be submitted only once a year, exclusively in the month of October. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: contractmanagement@RVO.nl. With the mention of 'IUC20221017' in the subject title.

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 corporate-services category (M Specialistische zakelijke diensten (specialised commercial services)). For this purpose, the figure for the preceding month April 2023 will be used, with the index for the starting date of the contract April 2023 being set at 100%.

Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority consent. The request will contain the old prices/rates versus the new prices and rates.

Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.

The Contracting Authority reserves the right to refuse to process any proposal for indexation that is submitted too late.

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

3.8 Tax-related requirements

- 3.8.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 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.
- 3.8.5 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.
- 3.8.6 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.

3.9 Invoicing requirements

- 3.9.1 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.
- 3.9.2 For companies established in the Netherlands only
E-invoicing
The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:
- The invoicing portal of the Dutch government
 - E-invoicing with your own (accounting) software package through Peppol

- E-invoicing through a service provider.

For companies not established in the Netherlands

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

4. Requirements concerning the Tenderer

4.1 Introduction

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

You can indicate whether the Exclusion Grounds apply to you and whether 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:

Contractor/Contractors should be able to demonstrate experience / capabilities. The experience / capabilities needed to be nominated:

1. Experience with providing expert support and/or technical consultancy services to governments and/or commercial developers for complex (technical) projects, related to the development of offshore wind farms;
2. Experience to advise on and/or draw (technical) Scopes of Work for the procurement of desk studies and field studies as part of the site investigations to obtain data for soil conditions for the preliminary design and/or FEED of offshore wind farms.
3. Experience with evaluating and/or reviewing offers, project execution plans, reports and other deliverables of desk studies and field studies as part of the site investigations to obtain data of the soil conditions for the preliminary design and/or FEED of offshore wind farms;

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 (3) 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 combined total value of the reference assignment(s) must be at least: EUR 400,000
- Each of the three (3) core competence reference assignment(s) should be at least: EUR 100,000, - if separate reference assignment(s) are used.
- This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the services specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

Assignments including assignments from 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 '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 combined references must also demonstrate that they have a value of at least:

- EUR 400,000, -

Each individual of the three (3) core competence reference assignment(s) should be at least:

- EUR 100,000, - if separate reference assignment(s) are used.

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

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 consider the requirements set in Section 3. A maximum of 100 points can be obtained for your response to the quality award criteria. **Tenders who score less than 75 out of 100 points will be excluded from further participation.** The prize will be assessed for the tenderers who have scored 75 points or more. The bidder with the lowest price will be awarded the contract. The number of points of the quality criteria play no role in this. Exemption on this is If two or more Tenderers have an equal definitive total score, in this event the winner will be selected as described in section 6.4.

Paragraph number	Award criterion	Maximum number of points
5.2.1	Qualifications and experience of the Core project team	60
	Team experience	30
	Team know-how	30
5.2.2	Project Plan	40
	Team Organization	15
	Efficiency	10
	Risks	15
	Total	100

5.2 Quality criteria

5.2.1 Award criteria relating to quality of the Core project team

Please provide the CVs of the experts you propose to offer for this Contract/Agreement.

The core team of experts should consist of minimum 5 and maximum 8 experts with a:

- minimum of 3 and a maximum of 5 senior experts

These CVs should be a maximum of 3 A4 pages long (for each CV) stating the relevant qualifications, education degree and equivalent EQF score and relevant experience of the experts.

Annex 3 should be filled in for the core project team to present the team overview and the know-how of the team. The total team will be assessed if the required experience and knowledge is available and presented to carry out the requested works.

Annex 3 is split in two tabs:

1. Team overview will consist of:
 - a) Proof of experience
Experience in (most relevant) 3 projects (executed in the last 10 years, this is a maximum). The experience should contain the following information:
 - Content of the project
 - Role of the expert in that project
 - Clear description of tasks and responsibilities of the expert within the project and description why this experience is relevant for the role of the expert in this project.
 - b) Education and qualification
 - c) Specialty of each expert
 - d) Proposed role in the project
 - e) Motivation why the proposed expert is selected for the role

2. The teams know-how to carry out the requested works
 - a) Description of know-how for the lead expert(s)
 - b) Description of relevant know-how within the team to fulfill the required tasks within the different requested expertise.

Maximum number of points	Assessment criteria
60	Both CV's and Annex 3 will be assessed. This criterion will be assessed on the extent to which the level of the whole team is appropriate and suitable for carrying out the requested tasks. 1. The experience and roles are suitable and appropriate for carrying out the requested tasks 2. The know-how is complete, suitable and fitting for carrying out the requested tasks The above sub criteria will have an equal weight in scoring, so a maximum of 30 points per criterion.

Note: Not providing a CV for a proposed expert will result in a 0% score on this assessment criteria.

5.2.2 Award criteria relating to the quality of the Project Plan

Please provide a Project Plan (maximum of 15 pages) containing three chapters with the following subjects:

1. **Team organization**
Description of team organization including a plan to guarantee the availability and required quality experts, role description and interface plan between different site investigations. It should be clear in the project plan who the main experts per position are and which experts are offered as back-up per position in order to ensure the continuity and handover between the different site investigations.
2. **Efficiency**
Description and proposal(s) for efficient use of experts, i.e., quality vs hour consumption, including plan of hour consumption based on the SoW.
3. **Risk plan**
Risk plan to cover risks for RVO and how the risks can be mitigated. Five (5) risks have been identified by the tendering authority for which we would like to receive the mitigation measures. A maximum of four (4) more risks and mitigations, to be defined by Tenderer, can be included in the Risk plan.

Identified risks by tendering authority:

1. Data quality of geophysical and technical data (consistency, quality, relation to integrated ground model)
2. Geotechnical laboratory testing (advanced testing programs, performance delays)
3. Budgetary risk for expert support (Expert Team can't continue support to RVO)
4. Scope of work for geophysics, morphology, geotechnics and integrated ground model (quality and quantity of SOW, impact on innovation developer)
5. Time management (quality vs. goals 21 GW)

A maximum of 15 pages is applicable for the project plan. In the event more pages are presented, they will not be evaluated. This includes information in potential annexes being referred to in the main project plan text.

Maximum number of points	Assessment criteria
40	Team organization (1) <i>Description of team organization including a plan to guarantee the availability and required quality experts, role description and interface plan between different site investigations. It should be clear in the project plan who the main experts per position are and which experts are offered as back-up per position in order to ensure the continuity and handover between the different site investigations over the entire timeline of investigations.</i> This sub criterion will be assessed on: 1. The extent to which it fits the assignment 2. The extent to which the team is considered is complete and suitable for the scope of work. 3. The extent to which the contractors is able to provide equally suitable backups in case project members becomes unavailable during the timeline of the project. 4. The extent to which it will give the Contracting Authority confidence that the work will be carried out to satisfaction Efficiency (2) <i>Description and proposal(s) for efficient use of experts, i.e., quality vs hour consumption, including plan of hour consumption based on the SoW.</i> This sub criterion will be assessed on: 1. The extent to which it fits the assignment 2. The extent is feasible. Risk plan to cover risks for RVO and how the risks can be mitigated (3) This sub criterion will be assessed on: 1. The extent to which it fits the assignment 2. The extent is complete, realistic and feasible. The first sub criteria (Team organization) has a maximum scoring of 15 points. The second sub criteria (Efficiency) has a maximum of 10 points. The third sub criteria (Risk plan) has a maximum of 15 points.

5.3 Award Assessment method for qualitative award criteria

For the assessment, the assessment team will use the following scale for the weighting of the quality criteria 5.2.1 (Project team) and 5.2.2 (Project Plan).

Quality of the response	Weighting percentage of the maximum points available per criterion
Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Very satisfactory	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 of 5.2.1 and 5.2.2 together a combined score of minimum 75 points should be obtained. This scoring is based on the combined award criteria. Tenders which do not meet this requirement will be set aside by the Contracting Authority and will not qualify for award of the Contract.

Calculation of price

For the tenderers who have scored in total 75 points or more and therefore will not be excluded, the price will be assessed.

By completing the Annex 4 'Prices/rates' for the lot Tenderer applies for, Tenderer gives hourly rates for senior experts and experts to be charged for this contract. The hour rate shall align with the minimum and maximum rates as stated in section 3. Scoring is based on the price for the Senior expert rates and expert rates. Qualifying tenderer with the lowest price will be awarded the contract.

Assessment criteria
Price will be assessed based on the ratio between the - hourly rate senior expert excl. VAT (60%) and the - hourly rate expert excl. VAT (40%) Price will be determined with the formula: $= (\text{hourly rate senior expert} \times 0.6) + (\text{hourly rate expert} \times 0.4)$ Price will be between € 108, - and € 178, - excl. VAT: A price lower than € 108,00 excl. VAT or higher than 178,00 excl. VAT means exclusion from the procedure based on the requirement in paragraph 3.6.3 of this document.

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 7.3.15);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g., specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

6.4 Determination of the winning Tender

The Contract will be awarded according to The Tender that achieves the Lowest Acceptable offer. All Tenders that have been assessed in accordance with paragraph 6.3, will be determined if these Tenders have achieved at least 75 points on the qualitative criteria.

Tenders that have achieved lower than 75% (75 points) of the maximum score will be discarded from the tendering procedure. Prices will only be assessed for the Tenders that have achieved 75 points or higher of the maximum score on quality criteria.

Of these qualifying Tenders, the Tender with the lowest price will be awarded the Contract.

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 sub criterion Project plan (see paragraph 5.2.2). In the event that the highest scoring Tenderers also achieve an equal score for this sub criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots Assessment of evidence

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

7.0 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.

7.1 Schedule

See schedule in Subsection 1.3.

7.2 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.

7.2.1 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.

7.2.2 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 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 (+31 703798899, when calling from abroad) or via servicedesk@tenderned.nl. You can also consult <https://www.tenderned.nl/cms/voor-ondernemingen> or <https://www.tenderned.nl/cms/english/tenderned-foreign-businesses>.

7.2.3 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 to have been clearly and fully understood.

7.2.4 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.

7.2.5 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.

7.2.6 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, or from providing any further information requested of the Tenderer. Any costs or damages that (may) arise as a result of not awarding this tender, are for the account and risk of the Tenderer.

7.2.7 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.

7.2.8 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.

7.2.9 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 regarding 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).

7.2.10 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](#).

7.2.11 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.

7.2.12 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 9.

7.2.13 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.

7.2.14 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.

7.2.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	Reference Contracts	Fill in and add to TenderNed
5.1.2. Award criteria Annex 3	Required information concerning experts	Add to TenderNed
Award criteria relating to quality of the project team	CV's, maximum 3 A4 pages	Add to TenderNed
Award criteria relating to the quality of the Project Plan	Project plan, approximately 15 A4 pages	Add to TenderNed
Award criteria Prices/Rate' annex 4	Prices/rates included in the quotation	Add to TenderNed

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

7.2.16 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.

7.2.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.2.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure, nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

The Tendering Authority does not consider submission of a Tender for multiple lots to constitute submission of multiple Tenders.

7.2.19 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.

7.2.20 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English.

The Tender must be submitted in English.

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

7.2.21 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.

7.2.22 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.

7.2.23 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.

7.2.24 Request for supplementary information concerning the Tender

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

7.2.25 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:	Reference contracts
Annex 3:	Required information concerning experts
Annex 4:	Prices/Rates
Annex 5:	Scope of Work Soil
Annex 6:	Draft Contract
Annex 7:	Non-disclosure agreement (example)
Annex 8:	ARVODI-2018
Annex 9:	Complaints Procedure
Annex 10:	Market Consultation