



Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for the execution of the "Certification of site characterisation studies for Wind Farm Zone Nederwiek and Doordewind"

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Definition of terms

Tendering authority	The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO), part of the Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best Price / Quality-ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are laid down.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.

WFZ	Wind Farm Zone
Design Basis	Documentation for the (preliminary) design of future offshore wind farms in the project area.
NWWFZ	Nederwiek Wind Farm Zone
DDWWFZ	Doordewind Wind Farm Zone
Work	All the work that the Contractor is required to carry out in accordance with the provisions of the Contract, including all the services to be rendered in accordance with the Contract

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the "Certification of site characterisation studies for Wind Farm Zone Nederwiek and Doordewind".

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 on the instructions of the Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO). The Procurement Office (IUC-EZK) will act as process manager during this tendering process.

The Netherlands Enterprise Agency encourages entrepreneurs in sustainable, agricultural, innovative and international business. It helps with grants, finding business partners, knowhow and compliance with laws and regulations. The aim is to improve opportunities for entrepreneurs and strengthen their position. The Agency works for Dutch ministries and the European Union.

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

1.2 Reason for this invitation to tender

As part of its climate goals, the Dutch Government aims to have 21 GW of offshore wind energy capacity installed around 2030. Offshore wind farms will be built within designated Wind Farm Zones. Wind farms outside these Wind Farm Zones are prohibited. Within the designated Wind Farm Zones the government defines the specific Wind Farm Sites (WFS) where wind farms can be constructed, using a so-called Wind Farm Site Decision ('Kavelbesluit'). This Wind Farm Site Decision contains all conditions for building and operating a wind farm on that specific site.

The Dutch Government provides comprehensive site data for the Wind Farm Sites and the Dutch transmission system operator TenneT TSO B.V. is responsible for grid connection. Wind farm developers can apply in tenders for the permits to build, operate and decommission a wind farm according to a Wind Farm Site Decision. Winners of these permit tenders will be granted a permit and a grid connection to the mainland. RVO is responsible for the site characterisation data, which can be used for the preparation of bids for these tenders.

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

Further information on the legislative framework and the designated offshore Wind Farm Zones in the Netherlands can be found in Annex 5-I - Scope of Work and in Annex 9 - Starting Point and Assumptions.

RVO has been requested to prepare, collect and publish comprehensive site characterisation data for the abovementioned Wind Farm Zones, which wind farm developers can use to prepare a competitive bid. The site data should be of sufficient detail and quality to be used as input for preliminary engineering design studies. Site characterisation data includes detailed information on the soil and wind & water conditions.

The objective of this tender is to conclude a Contract with one Tenderer who is able to carry out the certification of the various site characterisation studies that will be performed for the future construction of wind farms in Nederwiek Wind Farm Zone and Doordewind Wind Farm Zone, outside the twelve nautical miles zone, calculated from the Dutch Coast.

For this Tender, the Contracting Authority wishes to conclude an agreement with the Tenderer who has submitted the most economically advantageous tender (based on the best Price Quality-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.

27 June 2023	Issuing of publication, start of tendering period.
10 July 2023 before 13:00h (1 PM)	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and all annexes related to this invitation to tender.
18 July 2023	Issuing of Memorandum of Information
18 September before 13:00h (1 PM)	Deadline for the receipt of Tenders.
Weeks 38, 39 and 40	Assessment of Tenders.
16 October 2023	Announcement of the award of the Contract.
1 November 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
6 November 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.
8 November 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

Purpose of the site characterisations

The purpose of the site characterisations is to provide relevant site data for the design, installation and maintenance of wind turbines, inter array cables, substations and their support structures at the Wind Farm Zones.

The information package of each Wind Farm Zone is intended to be detailed and of high quality to allow future wind farm developers to enhance and de-risk their designs and progress project preparations in the tendering stage. Moreover, the gathered information should be of sufficient quality, accuracy and detail to serve as input for the Design Basis of the wind farm.

Objective of this Tender

In order to provide confidence in the reliability of the information package that will be made available to the bidders in upcoming permit tenders, RVO wants to contract an accredited third party (this Tender) to carry out quality checks on the data and reports that are collected through the site characterisations that will be carried out, resulting in a statement(s) of compliance for these site characterisations.

The objectives of the site characterisation data certification process are to validate and confirm that:

- Wind farm developers in upcoming permit tenders are provided with accurate and detailed data about the Wind Farm Zones;
- the site characterisations are compliant with latest applicable norms and standards (DNVGL-SE-0190:2023-03 IECRE OD-502:2018 or equivalent);
- the overall set of site investigations is complete, the overall quality is assured and there is consistency between parameters found & used in the different site characterisations.

Details of this Tender process are provided in following chapters of this tender document. The Scope of Work of the Contract is specified in Annex 5-I - Scope of Work.

Review clause

There is a certain degree of uncertainty about the duration of this assignment. With today's knowledge it is difficult to predict the exact amount of work that has to be done to fulfil the job.

To meet the degree of uncertainty, a so-called review clause is included. The uncertainty lies in the amount of time the Contractor needs to spend to achieve the intended result.

The uncertainties can in particular be linked to, amongst others:

- modified decisions of the Contracting Authority that do not change the general nature of the services;
- the performance of Contractors of the geophysical and geotechnical works (who are dependent on the availability of equipment, vessels and personnel);
- market developments or questions from the market that need to be taken in account, but do not change the general nature of the services;
- weather conditions that affect the progress and duration of the geophysical and geotechnical campaigns.

In the event that one or more of the above mentioned situations occurs, this may lead to an extension of the assignment until the work of the assignment is successfully completed. In that case, the Client can unilaterally extend the assignment under the same contractual and commercial conditions.

The extension of the contract and the services required will remain within the scope of activities in this European Tender Document with reference 202301043.

2.2 Lots

The invitation to tender has not been divided into lots, because the assignment can be executed by a single Contractor, the requested activities are closely related and the work is limited in time and space.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period ranging from 8 November 2023 up until and including 31 December 2026, including a unilateral option for the Contracting Authority to extend the Contract by one year until and including 31 December 2027.

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

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value of a maximum of € 700.000,- (exclusive of VAT). This maximum Contract value is based on Annex 4 Prices and rates and exclusive of additional activities related to or forthcoming from the review clause in section 2.1. In the event that the review clause (as mentioned in section 2.1) must be invoked, the Contracting Authority could reserve up to a maximum of 50% of the total maximum Contract value.

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.

3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested certification of site studies for Wind Farm Zones Nederwiek and Doordewind 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 Contractor is willing and able to execute the Work regarding the Certification of site characterisation of Wind Farm Zones Nederwiek and Doordewind that needs to be carried out under the Contract including the Scope of Work.
- 3.1.2 The Work to be conducted will be executed in accordance with (the latest version of) the Project Execution Plan and Project Quality Plan produced by Contractor and subject to approval by the Client, unless the Client has given permission in writing to do otherwise.
- 3.1.3 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 is obligated to compensate the emitted greenhouse gases. All emitted greenhouse gases, calculated as CO₂ equivalent, are compensated by means of storage in trees or by investing in sustainable energy and/or energy saving measures.
- 3.1.4 The Contractor should include time for project management.

3.2 Requirements with respect to maximum review times

- 3.2.1 The Contractor is required to respect the maximum review times as laid down in Table 3 of Annex 5-I, Scope of Work.

3.3 Requirements relating to personnel

- 3.3.1 The reviews need to be performed by Qualified Employees. Qualified Employees should have at least 5 years of experience within the areas of competence involved:
 - a) review and b) providing a Statement of Compliance to the latest applicable norms and standards (DNVGL-SE-0190:2023-03, IECRE OD-502:2018 or equivalent) for offshore wind energy projects with all of the following areas of competence:
 - 1. Morphodynamic study
 - 2. Metocean campaign
 - 3. Metocean assessments
 - 4. Geophysical site investigations
 - 5. Geotechnical site investigations
 - 6. Ground modelling
- 3.3.2 The evidence must demonstrate that the Contractor has sufficient number of staff members who hold the qualifications specified for each function.

- 3.3.3 Replacement of Key Personnel will be subject to approval of the client, where the replacement shall be equally or better qualified than the original proposed team member.

3.4 Requirements relating to the prices/rates

- 3.4.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the Annex 4 entitled 'Prices/rates'.
- 3.4.2 The price/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.4.3 The Tenderer will not submit any zero or negative prices/rates.
- 3.4.4 Indexation of the unpaid Payment Milestones is agreed in case the Contract period is extended. 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. The Tenderer will not submit any zero or negative prices/rates.

3.5 Tax-related requirements

- 3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.5.2 The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the 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 Payments will be performed per activity as described in Annex 4 – Prices/rates.
- 3.6.2 The payment shall become payable after completion and approval of all deliverables. This does not apply to the dissemination activities (e.g. Project and Site Description (PSD)) and the answering of additional market questions. Those activities will be paid for after they are fulfilled.

3.6.3 For companies established in the Netherlands only

E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:

- The invoicing portal of the Dutch government
- Link with Digipoort
- E-invoicing with your own (accounting) software package through Simplerinvoicing
- E-invoicing through a service provider.

More information can be found here: <https://regelhulpenvoorbedrijven.nl/e-factureren/>

3.6.4 For companies not established in the Netherlands

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

3.7 Requirements relating to social return

Social goals are no longer a side issue in the tendering process but are becoming an essential part of the process. This is apparent in the government's procurement strategy 'Inkopen met Impact'¹ ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025². 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.

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

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

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-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 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.

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:

Experience of the company with a) review and b) providing a Statement of Compliance to the latest applicable norms and standards (DNVGL-SE-0190:2023-03, IECRE OD-502:2018 or equivalent) for offshore wind energy projects with all of the following areas of competence:

1. Morphodynamic study;
2. Metocean campaign;
3. Metocean assessments;
4. Geophysical site investigations;
5. Geotechnical site investigations;
6. Ground modelling.

By signing the Annex 2 - 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 total value of the reference assignment(s) must be **at least** 300.000,- EUR. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the certification specified in this document. In case a series of separate yet significantly comparable assignments were 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 in case 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.

Please submit evidence together with the Tender, using Annex 11 – Reference contracts.

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The references must also demonstrate that they have a value of at least 300.000,- EUR.

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' (Annex 2), the Tenderer declares: That he has a quality-assurance system that is at least equivalent to a certified quality-assurance system. By 'equivalent', we mean the following:

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

Or:

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

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

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

Compliance with these quality-control requirements can be demonstrated by means of: A description of maximum 3 pages A4 (font: Verdana 9) 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. (do not submit together with the Tender – only submit when requested by the Tendering Authority).

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 (**maximum six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Annex 5-II - QHSE requirements.

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

Award Criteria		
Paragraph number	Subject	Maximum number of points to be obtained
5.2.1	Project Execution Plan	20
5.2.2	Project Quality Plan	20
5.2.3	Track record and experience of the project team	35
5.3	Prices	25
	Total	100

5.2 Quality criteria

5.2.1 Award criteria relating to the Project Execution Plan

Max. no. of points available	Assessment aspects
20	The requirements regarding the Project Execution Plan can be found in Annex 5-II (QHSE requirements). The assessment of the Project Execution Plan will be based on following four sub criteria. The extent in which: 1. The Project Execution Plan is clear and comprehensive and project-specific. 2. The proposed standards and recent developments are suitable and comprehensively described. 3. The described approach has an expectancy of timely but high-quality reviews (quick response time, organisational chart, communication matrix, risk register, back-up personnel per study, all comprehensively worked out). 4. The proposed deliverables are outlined in sufficient detail to demonstrate compliance with the Scope of Work. For each of the four abovementioned assessment sub criteria a maximum of 5 points can be obtained. Scores will be based on the assessment table specified in section 5.4 – Assessment method for qualitative award criteria.

	The Project Execution Plan may consist of maximum 15 pages A4, Verdana 9, excluding cover page, document history and table of content. In case more than 15 pages are uploaded, only the first 15 pages will be evaluated. The name of the uploaded document should be: <name Candidate> - <Project Execution Plan>
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5.2.2 Award criteria relating to the Project Quality Plan

Max. no. of points available	Assessment aspects
20	The requirements regarding the Project Quality Plan can be found in Annex 5-II -QHSE requirements. The assessment of the Project Quality Plan will be based on following four sub criteria. The extent in which: 1. The Project Quality Plan is clear, comprehensive and project-specific. 2. The measures for quality assurance and quality control are comprehensively described. 3. The proposed validations fulfil the scope of work and have been comprehensively worked out for each study and investigation. 4. A comprehensive inventory of the risks that lead to a lower data quality of the site investigations has been made and recommendations have been provided. For each of the four abovementioned assessment sub criteria a maximum of 5 points can be obtained. Scores will be based on the assessment table specified in section 5.4 – Assessment method for qualitative award criteria. The description may consist of maximum 10 pages A4, Verdana 9, excluding cover page, document history and table of content. In case more than 10 pages are uploaded, only the first 10 pages will be evaluated. The name of the uploaded document should be: <name Candidate> - <Project Quality Plan>

5.2.3 Award criteria relating to the Track record and experience of the project team

Max. no. of points available	Assessment aspects
35	Client requests following information of tenderer as a base for the assessment: • A completed <u>Annex 7 – Track record</u> describing the team composition and the experience of the project team. The experience of the proposed project team should apply to the staff members which are going to perform the services requested; • CV's of the project team members.

	The assessment will be based on following four sub criteria: 1. Description and motivation of the team composition. 2. The skills and competences of all proposed team members with certification of site conditions and/or design bases for offshore wind farms. 3. The general experience of all proposed team members with certification of site conditions, preferably related to the North Sea (or similar). 4. The general experience of all proposed team members with project design basis evaluation for offshore wind farms, preferably related to the North Sea (or similar). 5. The overall expertise of the team members in the given disciplines (e.g. presence of experts in geophysical site investigations, geotechnical site investigations, metocean campaign, metocean assessment, morphodynamic analysis, ground modelling). For each of the five abovementioned assessment sub criteria a maximum of 7 points can be obtained. Scores will be based on the assessment table specified in section 5.4– Assessment method for qualitative award criteria.
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5.3 Award criteria relating to prices/rates (exclusive of VAT)

Max. no. of points available	Assessment aspects
25	Client requests following information of Tenderer as a base for the assessment: • A completed <u>Annex 4 – Prices/rates</u> specifying the prices per activity. Annex 4 should be completed to obtain the Total Price. The score will be awarded based on the assessment method as stipulated in section 5.4 – Assessment method for qualitative award criteria.

5.4 Assessment method for qualitative award criteria

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

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent: The response significantly exceeded expectations and offers a great deal of added value.	100%
Very Good: The response exceeded expectations and offered some added value in places.	80%
Good: The response sufficiently met our expectations.	60%
Fair: The response did not completely meet our expectations and displays shortcomings with regard to certain aspects.	40%
Poor: The response does not meet expectations and clearly displays many shortcomings.	20%
No response was provided to the question.	0%

5.5 Assessment of preferences in relation to prices/rates

You add to your offer an estimate of the number of hours to be deployed with associated hourly rates, per activity / phase / employee. In addition, you add an itemized estimate of the other costs insofar as these are not included in the rates; You also specify the maximum total price (excluding and including VAT) for the execution of the assignment. Your Total Price as filled out in Annex 4 – Prices/rates is a fixed amount. You must take into account the requirements that have been set.

The price score is calculated as follows:

Description	Price excluding VAT
Minimum possible total price	€ 400.000
Maximum possible total price	€ 700.000

Your points on 'price' will be calculated as follows:

Score = (0 – maximum number of points for price)/(maximum possible price – minimum possible price) * (Tenderer's price/maximum possible price)

The Tenderer with the highest total number of points (for price and quality) will be awarded with the contract.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tender that does 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 award criterion "Project Execution Plan", section 5.2.1. In the event that the highest scoring Tenderers also achieve an equal score for this award criterion then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, 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:

Mirjam den Hartog (Senior Buyer), e-mail address: 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 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

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

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

Visit [eHerkenninggebruiken voor TenderNed | 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 [TenderNed](#) or [English | TenderNed](#).

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender.

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

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 (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](#). 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.

7.3.11 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 1.

7.3.12 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.

7.3.13 Submission of the Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3).

- 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 [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer

your question or comment, then you can contact your contact person within the Tendering Authority.

- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.3.14 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 2	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 3	Statement of Approval	Fill in, legally sign and add to TenderNed
Annex 4	Prices/rates	Fill in, legally sign and add to TenderNed
Annex 7	Track record	Fill in and add to TenderNed
Annex 11	Reference contracts	Fill in, legally sign and add to TenderNed
Award criterion 5.2.1.	Project execution Plan A separate response to each of the Tendering Authority's award criteria.	Add to TenderNed
Award criterion 5.2.2.	Project Quality Plan A separate response to each of the Tendering Authority's award criteria.	Add to TenderNed
Award criterion 5.2.3.	Cv's A separate response to each of the Tendering Authority's award criteria.	Add to TenderNed

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

7.3.15 Legally binding signature

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

If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed

by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

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

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

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

7.3.16 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.

7.3.17 Single Tender

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

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

7.3.18 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.

7.3.19 Communication and language

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

The Tender must be submitted in English.

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

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

7.3.20 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.

7.3.21 Contract conditions

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

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

7.3.22 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.

7.3.23 Request for supplementary information concerning the Tender

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

7.3.24 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. The summons must be served within 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 – Complaint procedure

Annex 2 – European Single Procurement Document (ESPD)

Annex 3 – Statement of Approval

Annex 4 – Prices/rates

Annex 5-I – Scope of work

Annex 5-II QHSE Requirements

Annex 6 – Draft contract

Annex 7 – Track record

Annex 8 – ARVODI version 2018

Annex 9-I – Starting point and assumptions Nederwiek Wind Farm Zone (+ Appendix B)

Annex 9-II – Starting point and assumptions Doordewind Wind Farm Zone (+ Appendix B)

Annex 10 – Factsheet 'Digital tendering for a public contracts'

Annex 11 – Reference contracts