



Tender Document

Invitation to tender in accordance with the European open procedure for the execution of services to make an Integrated Ground Model for Nederwiek Wind Farm Zone (zuid).

Publication date:	February 6, 2023
Status:	Final
Reference:	202210061 / WOZ2230067

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Definition of terms

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

European Single Procurement Document (ESPD)

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

Data Processing Agreement

An agreement signed by the Contracting Authority and the Contractor concerning the processing of personal data by the Contractor.

Specific terms

RVO

The Netherlands Enterprise Agency (RVO), more specifically the offshore wind team (WOZ)

CPT

Cone Penetration Test

GIR

Geotechnical Interpretation Report

IA NWWFZ

Investigation Area Nederwiek Wind Farm Zone

IGM

Integrated Ground Model

NWWFZ

Nederwiek Wind Farm Zone

NWWFZ (zuid)

Nederwiek Wind Farm Zone (zuid)

PD

Project Documentation

PGM

Preliminary Geological Model

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

This Tender Document contains information regarding this invitation to tender conducted in accordance with the European open procedure for developing an Integrated Ground Model of Nederwiek Wind Farm Zone (zuid) (NWWFZ (zuid)).

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

1.1 Contracting Authority and IUC-EZK

This tendering process is commissioned by 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, know-how 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 the grid connection.

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

In this context, RVO has been requested to prepare, collect and publish comprehensive site data for several Wind Farm Zones, which wind farm developers can use to prepare a competitive bid. The site data should be of sufficient detail and quality to be used as input for preliminary engineering design studies. Site data includes detailed information on the soil conditions. Further information on the legislative framework and the designated offshore Wind Farm Zones in the Netherlands can be found in Annex 5 (Starting Points & Assumptions).

The objective of this tender is to conclude a Contract with a Tenderer who is able to develop an Integrated Ground Model (IGM) and a Geotechnical Interpretative Report (GIR) for an Investigation Area within the Nederwiek Wind Farm Zone (zuid). This information will be made publicly available to all potential bidders for offshore wind farms in the Netherlands.

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

The Contractor shall develop an Integrated Ground Model based on the results of the Geological Desk Study and a Geophysical survey that will be performed in the NWWFZ (zuid), which is planned for execution in Q1/2023. A geotechnical campaign in the area is planned between Q2/2023 and Q4/2023. The acquired geotechnical data shall be used to validate and/or refine the Ground Model and to establish the soil engineering properties in a Geotechnical Interpretative Report, required by wind farm developers to prepare the permit tender bid. The objective of the Integrated Geological Model (IGM) is to provide adequate input for the design and installation of the turbine foundation as well as the design and installation of the infield cable array.

1.3 Time schedule

The schedule below applies to this tendering process.

February 6, 2023	Publication of Tender Documents, start of tendering period.
February 27, 2023 12:00 hrs CET	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.
March 13, 2023	Issuing of Memorandum of Information
March 27, 2023 14:00hrs CET	Deadline for the receipt of Tenders.
March 27, 2023 up to and including April 24, 2023	Assessment of Tenders.
May 1, 2023	Announcement of the award of the Contract.
May 22, 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.
May 16, 2023	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
May 29, 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 tender concerns the development of an Integrated Ground Model and the making of a Geotechnical Interpretative Report. See the Scope of Work (Annex 6 - Section V) for further details.

Details on the Work are provided in following chapters of this Tender Document. More information on the scope of work and requirements can be found in the contract documents, including but not limited to:

Annex 3	Qualifications of Key Project Members
Annex 4	Delivery dates and Prices
Annex 5	Starting Points & Assumptions
Annex 6 - Section I	Draft Contract
Annex 6 - Section II	Personal Data Processing Agreement
Annex 6 - Section III	General Government Terms and Conditions for Public Service Contracts 2018 – ARVODI 2018
Annex 6 - Section IV	Remuneration
Annex 6 - Section V	Scope of Work
Annex 6 - Section VI	QHSE Requirements

The overall objective of this study is to improve the geological and geotechnical understanding of the NWWFZ (zuid) and to provide information suitable for progressing the design and installation of offshore wind farms, including, but not limited to foundations and cables. A further objective in carrying out this study is to reduce the design time and risks for tenderers when preparing their bids for the NWWFZ (zuid) wind farm permit.

The preparation of the Integrated Ground Model (IGM) will be based on the findings of a geological desk study, which will be delivered before the start of the Contract. Furthermore, an offshore geophysical survey across the Investigation Area at Nederwiek (zuid) is planned in Q1/2023, followed by reporting in Q3-Q4/2023. An extensive geotechnical site investigation will be performed in Q2-Q4/2023 with reporting to follow in 2023 and 2024. It is currently estimated that 60 boreholes, 60 vibrocores and 115 seabed CPTs will be carried out during the geotechnical campaign. Therefore, Tenderer should allow for the planning, manipulation and integration of such data volumes in his proposal.

Review Clause

There is a degree of uncertainty about the duration and scope of this assignment. With today's knowledge it is difficult to predict the exact amount of work that is required to meet the objective of the assignment.

Therefore a so-called review clause is applicable. The uncertainty lies in unforeseen Work which is currently not included in the Scope of Work but in the opinion of the Contracting Authority can be necessary to achieve the objective of the assignment under paragraph 2.1.

Possible unforeseen Work items include, but are not limited to:

- scientific or engineering developments in the ground model execution, which causes Work that currently is not included in the Scope of Work but in the opinion of the Contracting Authority needs to be included to meet the objectives of the assignment, under the condition that this inclusion causes significant extra costs for the Contractor and that it does not change the general nature of the assignment;
- a delay of the external deliverables of contractors of the geophysical and geotechnical works that are required for the IGM assignment, which cause the Contractor to perform the Works for a longer period than could be anticipated based on this Tender, which causes significant extra costs for the Contractor.

In the event that one or more of the above situations occurs, this may lead to an extension of the assignment until the assignment is successfully completed. In that case, the Contracting Authority can request a proposal for additional Work from the Contractor and unilaterally extend the assignment under the same contractual and commercial conditions. Depending on the situation, this extension may include additional compensation for the Contractor.

Any extension of the Contract and the services required will remain within the general scope of activities in this European Tender Document with reference 202210061 / WOZ2230067.

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 29 May 2023 to 1 July 2025. If, due to unforeseen circumstances, the work is not finished by this last date, the Contract can be extended twice with one year, under the same conditions, but ultimately until 1 July 2027.

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

2.4 Scope of the assignment

The Contracting Authority has estimated a total contract value of a minimum of EUR 1,4 million to a maximum of EUR 2,0 million (exclusive of VAT).

The best estimate price is EUR 1,7 million. This 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 that such circumstances occur, the Contracting Authority will consult with the Contractor.

3. Requirements to this assignment

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

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

3.1 Requirements relating to the Scope of Work

- 3.1.1 Tenderer is willing and able to execute the Work regarding the Integrated Ground Model and the Geotechnical Interpretative Report that needs to be carried out under the Contract including the **Annex 6 - Section V - Scope of Work**.
- 3.1.2 The Work to be conducted will be executed in accordance with (the latest version of) the Project Documentation and Project Quality Plan produced by Contractor and subject to approval by the Contracting Authority, unless the Contracting Authority has given permission in writing to do otherwise.
- 3.1.3 Any travelling required to perform the Work shall be performed in an environmentally friendly manner, insofar as reasonable and possible.
- 3.1.4 The Tenderer shall include time for all interface co-operation work with the geophysical and geotechnical contractors, which should be carried out by senior personnel of the Tenderer.
- 3.1.5 The Tenderer shall provide a detailed template of the IGM and Geotechnical Interpretative Report in his Tender submission. This template will provide the Contracting Authority with insight on working methods, applicable reasoning and potential partial results/ deliverables within the report. This will be treated confidentially by the Contracting Authority.
- 3.1.6 Processing of geophysical data: processing of the geophysical data set and/or interpretation related tasks, to achieve the specified and approved objectives of the assignment, are part of the Work. The Tenderer shall include cost-reimbursable rates in Annex 6-Section IV (Remuneration) and a description in the Project Documentation for the works related to this additional interpretation as specified in the Scope of Work.
- 3.1.7 The Tenderer shall specify in his Tender all data input requirements and formats in order to perform the contracted tasks. Such formats may include, but are not to be limited to PDF, AGS v4.x, ASCII, Excel, SEG-Y and LAS files. Should any non-industry standard file formats be required as part of the integration process, the Tenderer shall state such in his Tender submission.
- 3.1.8 Geotechnical Interpretative Report (GIR): the Tenderer shall list the calculation models that will be used in the Work. As a minimum, the GIR needs to cover the methods that allow for geotechnical (mono)piles and wind farm cable design and installation. Calculation models to be considered include, but are not limited to, the following:
 - ISO (2016) CPT-based methods for axial resistance of jacket piles in frictional soils;
 - ISO (2016) Main Text method for axial resistance of jacket piles in cohesive soils;
 - PISA numerical-based method for the lateral resistance of monopiles;
 - PISA rule-based method for lateral resistance of monopiles;

- ISO (2016) p-y method for lateral resistance of jacket piles;
- Alm and Hamre (2001) SRD Method for pile drivability analysis of jacket piles.

3.2 Requirements relating to Project Team

- 3.2.1 No more than 5 persons can be specified per group in Annex 3 ‘Qualifications of key project members’. This includes potential backup / replacement personnel. If more than 5 persons are offered, only the first 5 will be assessed.
- 3.2.2 CV’s of all proposed personnel shall be included for evaluation. During the execution of the Work, if backup / replacement team members are proposed who were not mentioned in Annex 3, they shall be at least equally qualified and experienced as the personnel proposed in Annex 3. Replacement of Key Personnel will be subject to approval by the Contracting Authority.
- 3.2.3 Tenderer shall include a personnel/risk matrix to demonstrate the proposed team structure and adequate team redundancy as a result of for instance, COVID-19 outbreaks, sickness or alternative employment. It is expected that methods of remote/office working will be summarised and methods of conducting remote meetings shall be detailed. Internet and server connectivity and speed shall be detailed as part of the Tender.

3.3 Requirements relating to Independence

- 3.3.1 The professional independence of the services must be guaranteed. The Contractor shall not have any financial or other direct personal or business interests with specific results of the geotechnical and/or geophysical investigations within the area relevant for the Work. The Contractor must avoid the appearance of dependence or conflict of interests and – should they occur – the Contracting Authority must be notified.

Contractor accepts the judgement of the Contracting Authority with respect to the conclusion that a conflict of interest exists. Contractor may be requested to take measures to mitigate the occurrence of a conflict of interest.

If, even after taking mitigating measures the appearance of a conflict of interests cannot be avoided, which makes, according to the Contracting Authority, wide acceptance of the Work 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 Contractor.

3.4 Requirements relating to delivery dates

- 3.4.1 By completing the Annex 4 ‘Delivery dates and Prices’ of this tender document Tenderer provides a specification of maximum delivery dates that apply to relevant parts of executing the Work.

3.5 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’¹ (‘procurement with impact’) and the National Plan for Socially Responsible Procurement 2021-2025². The agreement to be concluded as a result of this tender, therefore, provides the possibility for the Contracting Authority, together with the Contractor, to stimulate social developments that contribute to the realization of policy goals or social effects that the Dutch government considers

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>

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

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

Specific requirements for the social return pilot projects

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

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

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.

3.6 Requirements relating to the prices/rates

- 3.6.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the Annex 4 'Delivery dates and Prices'.

- 3.6.2 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.
- 3.6.3 The Tenderer will not submit any zero or negative prices/rates. If the submitted total price is below 1,4 million Euro or above 2,0 million Euro (exclusive of VAT) the Tenderer will be excluded from further participation with this tender.

3.7 Tax-related requirements

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

3.8 Invoicing requirements

- 3.8.1 Payments will be performed based on the requirements described in: Annex 6 – Section IV – Remuneration.
- 3.8.2 The payment schedule is defined in Annex 6 – Section IV – Remuneration.

For companies established in the Netherlands only

3.8.3 E-invoicing

The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:

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

For companies not established in the Netherlands

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

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 7.3.16).

4.2 Exclusion Grounds

You can find the 'European Single Procurement Document' within the invitation to tender in TenderNed. In this document, you will find the following Exclusion Grounds:

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C 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/subcontractors. 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.
<https://wetten.overheid.nl/BWBR0032203/2022-03-02>

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):

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

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

4.3.2 Reference data (technical qualifications)

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

1. Expert knowledge of the top 100 m of the geology of the North Sea basin or similar geological conditions, meaning similar water depths, soil types and glacial history.
2. Interpretation and validation of geophysical survey data (2D) and subsequent interpretation, validation and update of the geological model based on geotechnical investigation data, including identification of geological units.
3. Creation and presentation of a geological ground model of the subsoil for the purpose of development of an offshore structure in the North Sea or areas with similar conditions to the North Sea, meaning similar water depths, soil types and glacial history.
4. Definition and scheduling of geotechnical tests, test details and interpretation of the results of an advanced laboratory program, including cyclic testing.

5. Creating and formally reporting a Geotechnical Interpretation Report focusing on design of foundations and infield cables for an offshore structure, including characterization of geotechnical parameters and characteristic values of geotechnical parameters, with depth of interest between seabed and 60 m below seabed.
6. Creating and presenting an ISO compliant Ground Model (IGM) for an offshore structure, integrating geological, geophysical and geotechnical data.
7. Experience with predicting and validating CPT parameters from input geotechnical and geophysical data

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. One reference assignment may contain one or multiple core competences. Reference assignments shall meet 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 five years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- The size of each investigated area, that is part of the object of reference includes >30 geotechnical investigation locations and at least 1,000 geophysical line kilometres.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence (please submit together with the Tender using Annex 2)

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 at least one reference assignment has got a value of at least EUR 50,000.-

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

4.3.3 Quality assurance (technical qualifications)

By signing the 'European Single Procurement Document', the Tenderer declares that he 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;

OR that he possesses a quality-assurance system that is at least equivalent to a certified quality-assurance system. With 'at least equivalent to a certified quality-assurance system' the following is meant:

- 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.

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

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

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

Or:

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

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

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Sections 2, 3 and 4.

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 documentation	35
5.2.2	Use of innovative methods	10
5.2.3	Track record and experience of the project team	15
5.2.4	Delivery times	20
5.3	Prices	20
	Total	100

5.2 Quality criteria

5.2.1 Award criteria relating to Project Documentation

Tenderer is requested to provide Project Documentation detailing Tenderer's approach regarding the execution of the Works. The contents of the required Project Documentation are detailed in Annex 6, section V - Scope of Work and Annex 6, section VI - HSQE Requirements.

The assessment will be based on the Project Documentation only. Therefore, the Tenderer is requested to include all necessary project information in this documentation. Submission of other documents should be avoided where possible.

The Project Documentation (PD) is assessed by the following aspects jointly according to the extent in which:

Max. no. of points available	Assessment aspects
7	The PD includes a clear, detailed, time-bound and project-specific elaboration of the methodology, the analyses to be performed, interfaces with geophysical and geotechnical contractors and the results of the work to be delivered, fully addressing the Scope of Work.
7	The PD includes clear illustrations of the structure and content of the proposed Geological Ground Model, Geotechnical Interpretative Report and Integrated Ground Model as well as Graphical User Interfaces (GUI) and their proposed functionality and user friendliness.
7	The PD outlines a method and schedule for the geophysical data review and subsequent processing and integration with the geotechnical data, and development of synthetic CPT parameters away from the geotechnical locations. Attention is given to the processes that will be implemented to quantify the uncertainties of the predictions.
4	The PD contains a comprehensive assessment of risks and mitigation measures for risks with an impact on the project execution, schedule and quality, and risks with an impact on health and safety are included.
5	The PD contains adequately detailed quality processes which are described in a project specific and SMART (specific, measurable, acceptable, realistic

Max. no. of points available	Assessment aspects
	and time-related) manner, with a realistic, time-bound plan for update to a comprehensive, project specific document post-award;
5	The PD specifies comprehensive time-bound validation processes which include quality control procedures, data quality control procedures, interpretation validation/quality control/cross-checking procedures, and quality control of reporting and deliverables. The PD includes examples or templates of quality management output e.g. checklists, validations and test results which shall form part of the deliverable dataset.

5.2.2 Award criteria relating to proposed use of innovative methods with added value

The Tendering Authority encourages the Tenderer to submit innovative proposals for additional “State-of-the-Art” enhancements to the Integrated Ground Model and the Geotechnical Interpretation Report that have not been covered by the basic requirements and guidelines as per the tender documentations.

Max. no. of points available	Assessment aspects
10	Use of innovative methods with added value. These methods will be assessed according to their degree of innovativeness and added value, including: • Relevance to the project • Cost benefit and added value • Delivery within the required time frame • Concept maturity of the innovative method • Contribution to de-risking offshore wind development • Quantitative uncertainty analysis of deliverable(s) The innovative methods should be described in the Project Documentation.

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

Tenderer is requested to provide information regarding the track record of the project team that is allocated to this Work.

The Tendering Authority requests the following information of tenderer as a base for the assessment:

- CV's of all proposed Key Personnel. Not providing these CV's will lead to a 'No results' (0%) score for these persons.
- CV's shall include qualifications and experience of the total pool of Key Personnel that could be designated to the project team over the whole duration of the Work.
- Description of roles and responsibilities of dedicated project manager and project team members within the project.
- Reference project list of the proposed team members (its mandatory to fill in Annex 3) in the last 10 years. Please note that all key personnel that Contractor wishes to deploy for the execution of the Work shall be included in this pool. This means that both designated project team members and possible replacements / backups shall be added to this pool. If Annex 3 is not filled in correctly, Tenderer will receive 0 points for this criterion.

The score per criterion will be an average score of the assessment of the proposed personnel by the Tenderer (as per Annex 3):

Max. no. of points available	Assessment aspects
2	Education The education relevant to the job position of all the proposed personnel: • Project Manager • Geophysicist / Geologist • Geotechnical Engineer / Civil Engineer • Specialist as required to implement innovative methods
7	Experience The general experience of all proposed personnel in executing geological and integrated ground models, preferably related to the North Sea. The experience of all proposed personnel will be assessed: • Project Manager • Geophysicist / Geologist • Geotechnical Engineer / Civil Engineer • Specialist as required to implement innovative methods
6	Similar role and team composition The specific experience of all the proposed team members in similar roles and team compositions: setting and maintaining geological and integrated ground models, preferably related to the North Sea. The experience in similar roles of all proposed personnel will be assessed: • Project Manager • Geophysicist / Geologist • Geotechnical Engineer / Civil Engineer • Specialist as required to implement innovative methods

5.2.4 Award criteria relating to delivery dates of Geotechnical Interpretation Report and Integrated Ground Model

Tenderer is requested to provide a comprehensive time schedule for performing the works showing all activities, their duration and the delivery dates (as part of the Project Execution Plan). It is mandatory to fill in Annex 4 - Delivery dates & prices.

The assessment will be based on two sub-criteria:

Max. no. of points available	Assessment aspects
5	Delivery dates The difference (number of calendar days) between the final report delivery date and the desired date set by Contracting Authority, 31 September 2024, as referred to in this criterion, is used for assessment purposes. The difference in calendar days is referred to as 'D'. To determine the score of the Tenderer, the following tranches and corresponding formulas are used: D has a value smaller than 0 score = 5 points; D higher than 30 days: exclusion of the Tender D is between or equal to 0 and 30 days: score between 5 and 0 points is calculated by linear interpolation.
15	The feasibility of the delivery planning for the Geotechnical Interpretation Report and Integrated Ground Model, which is substantiated by a comprehensive risk assessment & associated mitigations and by a schedule including a GANTT chart including relevant milestones.

5.3 Award criteria relating to prices/rates (exclusive of VAT)

Tenderer is requested to complete the Annex 4, Delivery dates and prices, in which Tenderer specifies the maximum prices and rates that apply to relevant parts of executing the Work. The prices and rates are excluding VAT.

Max. no. of points available	Assessment aspects
20	The Tenderer provides all relevant (maximum) prices and rates in Annex 4. By using the relative weightings / virtual quantities as defined by the Tendering Authority in Annex 4, a virtual 'total price' is calculated (also referred to as virtual 'contract price' or virtual 'total costs'). This virtual total price is referred to as 'P'. To determine the score of the Tenderer, the following tranches and corresponding formulas are used: • P equal to or lower than € 1,400,000.-: score = 20 points; • P higher than € 2,000,000.-: will lead to exclusion of the Tender • P between € 1,400,000.- and € 2,000,000.-: a score between 20 and 0 points will be calculated by linear interpolation using the formula: $\text{Score} = (20 * [(P_{\text{max}} - P) / (P_{\text{max}} - P_{\text{min}})])$.

5.4 Assessment method for qualitative award criteria

During the Tender assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria for preferences 5.2.1, 5.2.2, 5.2.3 .

Quality of the response	Weighting percentage of the maximum points available per preference
Excellent, with added value	100%
Very good, with some added value	90%
Good	80%
Reasonable	70%
Satisfactory	60%
Mediocre	50%

Not satisfactory	40%
Very unsatisfactory	30%
Poor, not satisfactory at all	20%
Very Poor, not satisfactory at all	10%
No results	0%

For the award criteria in 5.2.1 (Project Documentation) and 5.2.3 (Track record and experience of the project team) a minimum average of 60% (rounded up) of the maximum number of points should be obtained. This average is based on the average of the sub-criteria. Tenders that do not meet this requirement will be set aside by the Contracting Authority and (in that case) will not qualify for award of the Contract.

As for award criteria 5.2.4

Tenders exceeding the Latest possible date for Delivery of the Final Reports, as included in Annex 4, will be set aside by the Contracting Authority and will not qualify for award of the Contract.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the sub criterion "Project Documentation" (see 5.2.1). In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the criterion price.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's

request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender.

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 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 [eHerkenning gebruiken 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.

7.3.2 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): Mark Kamminga at IUCEZteam1@rvo.nl, with a copy to mark.kamminga@rvo.nl.

Attempts to directly contact parties other than the contact person(s) stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult

You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

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 [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including providing 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 Tendering Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act. Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

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

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy (EZK). That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

[Suppliers guide Information Security and Privacy EZK](#).

7.3.11 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.3.12 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the Annex 7 'Complaints Procedure'.

7.3.13 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/voor-ondernemingen>
- or <https://www.tenderned.nl/cms/english/tenderned-foreign-businesses#>
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.

- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or 0800-8363376 (+31 (0)70-3798899 when calling from abroad). If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from Tenderer
4.1 Annex 1	European Single Procurement Document*	Fill in (also for any consortium partners and/or subcontractors on whose capacity you rely (see 7.3.17), legally sign and add to TenderNed
4.3.2 Annex 2	Reference projects	Add to TenderNed
5.2.1	Project Documentation	Add to TenderNed
5.2.2	Project Documentation (proposed use of innovative methods)	Add to TenderNed
5.2.3 Annex 3	Track record & experience of project team	Add to TenderNed
5.2.4 Annex 4	Delivery times	Add to TenderNed
5.3 Annex 4	Prices/rates	Add to TenderNed
5.2.3 Other	CVs of the project team members	Add to TenderNed

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

7.3.16 Legal signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

- 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.
- 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.

7.3.18 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.

7.3.19 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.3.20 Communication and language

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

The Tender must be submitted in English.

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

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

of the assignment.

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

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

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

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

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

Interest in relation to the judgement

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

Annexes

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

Annex 1	European Single Procurement Document (ESPD)
Annex 2	List of Reference Contracts
Annex 3	Qualifications for Key Project Members
Annex 4	Delivery dates and Prices
Annex 5	Starting Points & Assumptions
Annex 6 - Section I	Draft Contract
Annex 6 - Section II	Personal Data Processing Agreement
Annex 6 - Section III	General Government Terms and Conditions for Public Service Contracts – ARVODI-2018
Annex 6 - Section IV	Remuneration
Annex 6 - Section V	Scope of Work
Annex 6 - Section VI	QHSE Requirements
Annex 7	Complaints procedure
Annex 8	E-factureren