



Tender Document

Invitation to tender in accordance with the European open procedure for the performance of a Geotechnical Survey in the Nederwiek Wind Farm Zone

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Definition of terms

Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, in this represented by the Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO), who will conclude the Contract with the Contractor
Contract	The written agreement between the CONTRACTING AUTHORITY and the CONTRACTOR in which the conditions of the assignment are laid down.
Contractor	The party with whom the CONTRACTING AUTHORITY concludes the Contract
European Single Procurement Document (ESPD)	A statement in which the Tenderer declares his compliance with the requirements specified in this document
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.
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 – will serve as process manager during this tendering process.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio
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.
Public Procurement Act	The Public Procurement Act 2012 (Aanbestedingswet 2012)
Suitability Requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tender Document	This document and all of its annexes
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 (or offer or bid) and accompanying documents submitted by the Tenderer in response to this Tender Document.
Tendering Authority	The Netherlands Enterprise Agency(Rijksdienst voor Ondernemend Nederland, RVO) The Ministry of Economic Affairs and Climate Policy also on behalf of the Participating Party/Parties.

Terminology specific to this contract

COMMENCEMENT DATE WORK	The date that the WORK will start, regardless of the date the agreement is signed.
CPT	Cone Penetration Test
GM Contractor	The party with whom the CONTRACTING AUTHORITY concludes a contract for the execution of an integrated ground model
Investigation Area	Offshore area that is the subject of the geotechnical survey
Lot 1 Contractor	The Contractor that executes Lot 1 of the Contract.
Lot 2 Contractor	The Contractor that executes Lot 2 of the Contract.
LOGIC	The General Conditions of Contract - LOGIC General Conditions of Contract for Services (On- and Off-shore) Edition 4 – February 2019
NW WFZ	Nederwiek Wind Farm Zone
PCPT	Piezocone Penetration Test
SCPT	Seismic Cone Penetration Test
Scope of Work (SoW)	Description of the WORK as detailed in Annex [6]
WORK	All the work that the CONTRACTOR is required to carry out in accordance with the provisions of the Contract, including the provision of all materials, services and equipment to be rendered in accordance with the Contract.

1. Introduction

This Tender Document contains information regarding this invitation to tender conducted in accordance with the European open procedure for the performance of an offshore geotechnical site investigation in seabed mode (Lot 1) and in downhole mode (Lot 2) for an Investigation Area located in the Nederwiek Wind Farm Zone.

You are hereby invited to submit one or two Tender(s) based on this Tender Document.

1.1 Tendering Authority and IUC-EZK

This tender procedure is commissioned by The Netherlands Enterprise Agency (RVO). IUC-EZK will act as process manager during this tendering process.

The Netherlands Enterprise Agency encourages entrepreneurs in sustainable, agrarian, innovative and international business. It helps with grants, finding business partners, know-how and compliance with laws and regulations. The aim is to improve opportunities for entrepreneurs and strengthen their position. RVO works at the instigation of Dutch ministries and the European Union.

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

More information about RVO can be found on: <https://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 Dutch transmission system operator TenneT TSO B.V. is responsible for the grid connection. Wind farm developers can apply for tenders for the permits to build and operate a wind farm according to a Wind Farm Site Decision. Winners of these permit tenders will be granted a permit and a grid connection to the mainland. RVO is responsible for the delivery of the site data, which can be used for the preparation of bids for these tenders.

RVO has started preparations for the Nederwiek Wind Farm Zone (NW WFZ) in line with the Offshore Wind Roadmap 2030+. The Government anticipates a total of 6 GW of capacity in NW WFZ. The investigation Area for this tender will contain Site II and Site III of the NW WFZ. These sites are located on the north of the NW WFZ and it's anticipated that these two sites together will have a capacity of 4GW. Further information on the Investigation Area, legislative framework and the designated offshore Wind Farm Zones in the Netherlands can be found in Annex [6] Section IV (Scope of Work) and Annex [7] (Starting Points & Assumptions).

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

This tender is divided into two (2) lots. The objective of this tender is to conclude an agreement with one Tenderer per Lot who is able to carry out the geotechnical site investigations required to obtain relevant soil information at the Investigation Area. This information will be used in other site

characterisation studies, such as an integrated ground model, and will be published on the RVO website.

For each lot the CONTRACTING AUTHORITY wishes to conclude an agreement with the Tenderer who has submitted the most economically advantageous tender (based on the best quality/price ratio). The future CONTRACTOR(s), as well as the services/products to be performed/delivered by the CONTRACTOR(s), must fulfil the terms and conditions set by the CONTRACTING AUTHORITY and specified in this Tender document.

1.3 Time schedule

The schedule below applies to this tendering process.

24 March 2023	Issuing of publication, start of tendering period.
17 April 2023, 13:00 hrs CEST	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.
1 May 2023	Issuing of Memorandum of Information
19 May 2023, 13:00 hrs CEST	Deadline for the receipt of Tenders
19 May 2023 – 26 June 2023	Assessment of Tenders
12 June 2023	Tenderers to provide Letter of Confirmation of availability of personnel, vessels and equipment (both Lots).
27 June 2023	Announcement of the award of the Contracts.
18 July 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.
12 July 2023	Deadline for the winning Tenderer to provide the evidence requested by the Contracting Authority
19 July 2023	Definitive contract award
25 July 2023	COMMENCEMENT DATE WORK

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 procedure is divided into two lots:

- Lot 1 contains a seabed CPT and vibrocore campaign inclusive of basic laboratory testing and reporting. For the NW Investigation Area ecological soil and water sampling is also requested.
- Lot 2 contains the borehole campaign inclusive of in-situ down hole testing, standard and advanced laboratory tests.

See Scope of Work (Annex [6] Section IV) for further details of both lots.

Details on the WORKS are provided in the following chapters of this tender document. More information on the scope of work and requirements can be found in the contract documents:

- Annex [6] - Section I - Draft Contract
- Annex [6] - Section II – Conditions of Contract
- Annex [6] - Section IIIa – Remuneration – Lot 1
- Annex [6] - Section IIIb – Remuneration – Lot 2
- Annex [6] - Section IV - Scope of Work
- Annex [6] - Section V - HSE Requirements
- Annex [6] - Section VI – Quality Requirements & Administrative Instructions

The objective of the geotechnical survey is to improve the geological and geotechnical understanding of Nederwiek Investigation Area and to obtain geotechnical information for the area which is suitable to progress the design and installation requirements for offshore wind farms, including, but not limited to foundations and cables. The information will be used as an input for other site characterization studies such as ground models.

2.2 Lots

The invitation to tender has been divided into the following two lots:

- Lot 1 contains a seabed CPT and vibrocore campaign at the Nederwiek Investigation Area including basic laboratory testing and reporting; and ecological water and soil sampling;
- Lot 2 contains a borehole campaign comprising borehole sampling, downhole in-situ testing and including of all basic and cyclic laboratory testing and reporting.

Each lot requires specific equipment set-up and execution strategy. It is therefore expected that the division in two lots will allow Tenderers to submit better bids. A Tenderer can submit a Tender for one or two lots and can therefore be awarded with one or two lots.

2.3 Description and objective of Lot 1 (seabed CPTs and vibrocores)

The geotechnical investigation must provide high resolution information of the shallow seabed soils as input for cable design and installation (burial) assessments. In addition, the investigation must also complement the Lot 2 investigation and provide relevant information about the soils in terms of stratigraphy, lateral variability and geotechnical properties for use into morphological studies and an integrated geological model aimed at supporting the design and installation of wind turbines and their support structures.

Lot 1 geotechnical investigation at the Investigation Area shall consist of a combination of continuous seabed piezocone penetration tests (PCPT) and seismic cone penetration tests (SCPT) combined with vibrocore sampling and in situ thermal conductivity testing. Subsequent laboratory testing, shall include, but not be limited to, the following assessments for all important layers:

- Soil classification testing and geotechnical description;
- In situ conditions such as strength parameters;
- Thermal capacity and conductivity properties;

- Seismic properties; and
- Archaeological dating analyses.

The laboratory test programme from the vibrocore samples shall be used to determine soil composition, strength and density properties and shall cover a set of different types of tests which will permit preliminary cable design and installation assessments to be performed.

At the Investigation Area ecological soil and water sampling will also be required in order to provide pre-development base line information. Lot 1 Contractor is required to obtain, appropriately store and transport the samples to a laboratory (to be confirmed) in the Netherlands. Lot 1 Contractor is not required to carry out laboratory testing on the ecological samples other than the Particle Size Distribution test from the soil sample.

Further details of the requirements are presented in the Scope of Work, Annex [6] - Section IV.

2.4 Description and objective of Lot 2 (Borehole Campaign/laboratory testing)

Lot 2 geotechnical investigation of the Investigation Area shall consist of borehole drilling and include a combination of quasi continuous downhole sampling, downhole CPT testing (PCPT and SCPT) along with optional downhole geophysical logging (PS logging, density/porosity and spectral gamma ray logging). In situ sampling and testing along with the subsequent laboratory testing shall include the tests mentioned in Annex [4b] Cycle times and Prices and Annex [6] Section IV Scope of Work, which include the following assessments for all important layers:

- Identification of soil layering;
- Description and index classification;
- Strength and density parameters;
- Chemical (organic / carbonate) properties;
- Deformation properties;
- Permeability;
- In-situ stress conditions and stress history;
- Cyclic stress response;
- Geological age dating analyses.

The standard laboratory testing programme for determination of soil strength and deformation properties shall cover different types and quantities of tests, which will permit preliminary foundation design to be performed and to give basic details for the detailed foundation design.

The cyclic laboratory testing programme is intended to characterize the cyclic behaviour of the main soil units encountered at the site. Further details of the requirements are presented in the Scope of Work in Annex [6] - Section IV.

2.5 Contract Period

The start date of the CONTRACT for both lots is 25 July 2023 and the end date is 1 February 2026 for both lots. Please find further the key dates in Annex [4a] and [4b].

2.6 Scope of the assignment

The Scope of the assignment is detailed in Annex [6] Section IV – Scope of Work. The offshore works have to be executed within the Investigation Area, located in the Dutch sector of the North Sea. The size of the Investigation Areas for the Geotechnical Survey is approximately 400 km². The current anticipated quantities of survey and laboratory tests are specified in Annex [4a] and [4b]. The quantities for both lots should be considered as indicative and will depend on currently unknown soil conditions at the Investigation Areas. The CONTRACTING AUTHORITY may adjust these quantities during execution of the assignment in accordance with the provisions in the Annex [6] Section II (Conditions of Contract) and Annex [6] Section III (Remuneration) and depending on the soil conditions at the site and are expected to possibly deviate in a range up or down of approximately 25%.

The CONTRACTING AUTHORITY has estimated the following contract values:

Lot	Minimum	Best estimate	Maximum
Lot 1	€ 7,500,000.-	€ 9,500,000.-	€ 12,000,000.-
Lot 2	€ 25,000,000.-	€ 29,000,000.-	€ 33,500,000.-

These values are exclusive of VAT. 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, technical, 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 and both parties will agree a deviation to the WORK in accordance with the Contract.

3. Requirements to this assignment

This section includes the requirements set by the CONTRACTING 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 may result in your Tender being disqualified from the assessment process and therefore being excluded from the tender procedure.

The requirements of this chapter concern both Lot 1 and Lot 2, unless indicated otherwise.

3.1 Requirements with respect to the Scope of Work

- Tenderer is willing and able to execute the WORK regarding the geotechnical survey that needs to be carried out under the Contract including the Scope of Work.
- Tenderer will provide a letter from the nominated onshore laboratory confirming that they have sufficient reserved capacity to meet the proposed standard lab testing schedule for Lot 1. This Letter of Confirmation (Annex [5a]) must be submitted according to the schedule set out in section 1.3.
- Tenderer will provide a letter from the nominated onshore laboratory confirming that they have sufficient reserved capacity to meet the proposed standard and cyclic lab testing schedule(s) detailed in the Scope of Work for Lot 2. This letter of confirmation (Annex [5b]) must be submitted according to the schedule set out in section 1.3.

3.2 Requirements survey vessel(s), equipment and offshore personnel

- Materials and equipment or parts thereof provided by the Tenderer must be of good quality and workmanship and fit for the intended purpose.
- The vessel(s) must fulfil all requirements in accordance with the national and international provisions and conventions applicable in each case at the place of performance, including the IMO Convention (for example SOLAS, ISM, MARPOL and STCW). This must be substantiated by the winning Tenderer with valid certificates for vessels, crew and including but not limited to (anchoring-, crane-, lifting-, lifesaving-, firefighting-, etc.) equipment. Certificates must be valid until 3 months after the projected end of the WORK, as a minimum.
- Vessel(s) (at least Dynamic Position System 2 (DP2)) must be capable of undertaking the WORK as specified in the Scope of Work, in the environment and timeframe required by CONTRACTING AUTHORITY.
- Tenderers shall include a maximum of two (2) vessels in Annex [3a] and [3b] – Section II. Tenderer needs to select in Annex [3a] or [3b] (which ever lot is applicable), which of the proposed vessels is planned to be deployed. This shall be confirmed by means of the Letter of Confirmation (Annex [5]). Tenderer is not allowed to deploy more than two vessels for Lot 1 and two vessels for Lot 2.
- Vessel(s) must be capable of continuous operation of 7 days a week, 24 hours a day and have an operational endurance of at least 28 days.
- Vessel(s) must have adequate capacity and facilities for:
 - Accommodating (berths and work space) for both marine and geotechnical survey crews working in two 12 hour shifts per day;
 - Storage and bunkering capacity for spares, consumables, fuel etc for the previously stated endurance;

- Onboard QC, processing and presentation of soils and in-situ test data;
- Accommodation (single cabins) for (up to 3) Client Offshore Representatives working in 12 hour shifts per day;
- Uninterrupted internet access for the Client Representatives with a minimum download/upload speed of 1024kb/s;
- Sufficient desk space to allow the nominated client representatives to work effectively;
- Remote monitors to allow the client representatives to observe operations, (CPT tests, positioning etc) remotely if required.
- Vessel(s) must comply, as a minimum, to the code of practice according to IMCA guidelines. Prior to Start of Mobilisation, CONTRACTOR must submit an independent inspection report/audit that fulfils the corresponding IMCA guidelines for the specific vessel category and that inspection having been passed successfully. This inspection report should not be older than six (6) months before Start of Mobilisation and all items in the IMCA checklist are to have been answered with 'Yes' or 'N/A'.
- Equipment for carrying out seabed testing (CPT including dissipation tests or seismic tests, in situ thermal conductivity testing, vibrocoring and ecological sampling) should be mobilised and ready to use on the survey vessel(s).
- Equipment for carrying out drilling, downhole sampling and PCPT, SCPT, geophysical logging and offshore laboratory tests should be ready to use on the survey vessel(s);
- Equipment for carrying out drilling in Lot 2 shall be capable to achieve a target depth of at least 60 meters below seafloor.
- Equipment for carrying out standard and advanced (dynamic/cyclic) laboratory testing should be ready in an onshore lab facility.
- Variations in vessel(s), tools and equipment after commencement of the Contract with respect to those proposed in the Tender is subject to prior written approval by CONTRACTING AUTHORITY. Any variation must as a minimum provide the same or better quality and/or performance than the vessel(s), tools and equipment included in the Tender. Variations need to be provided timely enough to be reviewed by the CONTRACTING AUTHORITY. Variations must therefore fulfil the requirements listed in Section 3.2 and assessment of the variation according to the relevant preferences in paragraph 5.2.3 and 5.2.5 Tender. For performance of an alternative vessel CONTRACTING AUTHORITY will assess whether the size, workability, sailing characteristics and environmental envelope to deploy equipment are equal or better.
- All personnel proposed to work offshore should be trained appropriately for working in the offshore environment and have:
 - medical certificates valid for at least three (3) months after anticipated completion of Offshore Survey Work in the Dutch North Sea; and
 - BOSIET (Basic Offshore Safety Induction and Emergency Training) as a minimum or similar recognised certification.
- The personnel used for the purpose of executing the WORK must comply with the specifications that are included in the Tender of the CONTRACTOR.
- Variations in personnel to those proposed in the bid after commencing the CONTRACT is subject to prior approval by CONTRACTING AUTHORITY. Any variation must as a minimum provide the same or better qualifications and experience as proposed in the Tender.
- Adequate Lot 1 and Lot 2 personnel for complete offshore crew changes along with adequate back-up onshore personnel as contingency shall be made available by the winning Tenderer. This can be demonstrated by means of a personnel and contingency table or matrix which includes details of experience.

3.3 Environmental requirements

- The Tenderer has the valid required environmental permits and complies with the prevailing environmental laws and regulations.

3.4 Requirements with respect to cycle times

- By completing the Annex [4a] (Cycle Time and Prices Lot 1) of this Tender document Tenderer provides a specification of maximum cycle times (terms) that apply to relevant parts of executing the WORK, excluding standby time as a result of weather conditions.
- By completing the Annex [4b] (Cycle Time and Prices Lot 2) of this Tender document Tenderer provides a specification of maximum cycle times (terms) that apply to relevant parts of executing the WORK, excluding standby time as a result of weather conditions.

3.5 Requirements relating to the prices/rates

- The Tenderer will provide an overview of the maximum prices and rates applicable to this assignment by filling in Annex [4a] (Cycle Time and Prices Lot 1) and/or Annex [4b] (Cycle Time and Prices Lot 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.
- The CONTRACTOR is eligible to receive payment from the CONTRACTING AUTHORITY for a part of its fuel costs under the following conditions:
 - Calculation of the fuel costs for which the Tenderer can send a payment application:
 - The baseline fuel bunkering price, as measured by the Rotterdam Bunker Prices LSMGO / MGO (pending on the type of fuel that is used during the project) index¹ in \$ per m³ at the date of the Tender submission deadline, is defined as [A]
 - The actual fuel bunkering price, as measured by the Rotterdam Bunker Prices LSMGO / MGO index in \$ per m³ at the date of the actual fuel bunkering for the WORKS, is defined as [B]
 - The amount of fuel (in m³) used during the days for the offshore WORKS as confirmed by the Tenderer in Annex [4] is defined as [C]. For any days that the offshore WORKS take longer, CONTRACTING AUTHORITY will not pay any fuel cost.
 - For clarity, the CONTRACTOR is eligible for payment of fuel cost which, at the time of actual bunkering for the WORKS, exceeds [A] plus 20% during the offshore WORKS period as in Annex [4], resulting in the following formula: $([B] - [A]) \times C$; under condition that [B] is larger than $[A] \times 1.2$
 - The actual LSMGO / MGO fuel bunkering price is evidenced by bunkering certificates and bills;
 - The actual fuel usage during the offshore WORKS is evidenced;
 - The fuel bunkering takes place at the port from which the WORKS are executed.
- Any proposed amendments to the price that the CONTRACTOR wishes to make must be submitted in writing to the Contracting Authority. The proposal submitted by the Contractor must be accompanied by bunkering certificates and bills and contain a reference to the Contract in question with the Contracting Authority. The proposal 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 whether or not it will accept the new prices and/or rates.
- Indexing of the rates specified within the Contract is not permitted.
- The Tenderer will not submit any zero or negative prices/rates. Any discounts must be included in the prices/rates. No separate discount may be given.
- Bandwidths for prices and rates will not be accepted.

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

- The offered prices and rates are excluding VAT.

3.6 Tax-related requirements

- The Tenderer indemnifies the CONTRACTING AUTHORITY against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 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.
- The contracting authority is of the opinion that VAT is not applicable because the Work takes place in an area that is located in the exclusive economic zone of the Netherlands and outside the 12-mile zone.
- If you are of the opinion that VAT does apply, you must ask your VAT inspector within one (1) month of the start of the agreement whether or not VAT is indeed due. This must be done by means of a written statement from the VAT inspector.
- If the VAT inspector's ruling is that VAT must be paid, the Contracting Authority will reimburse the VAT due, contrary to what has been established above.
- 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 twenty calendar days of the request to do so.
- The Tenderer is liable for any extra costs for Dutch and/or foreign VAT due if the Tenderer incorrectly charges 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.
- 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.
- 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.

3.7 Invoicing requirements

- Payments will be performed based on the requirements described in:
 - Annex [6] – Section II (Conditions of Contract)
 - Annex [6] – Section IIIa (Remuneration Lot 1), and
 - Annex [6] – Section IIIb (Remuneration Lot 2).
- Payment of the final 10% of the Contract Price shall be done after completion and approval of all deliverables in the applicable lot. This 10% retention does not apply to the dissemination activities (e.g. webinar, project site description) and the answering of additional market questions. Those activities will be paid for after they are fulfilled.
- **For companies established in the Netherlands only**
E-invoicing
 The general terms and conditions that apply to this contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:
 - The invoicing portal of the Dutch government

- E-invoicing with your own (accounting) software package through Peppol
- E-invoicing through a service provider.

For companies not established in the Netherlands

The paragraph concerning e invoicing does not apply to companies located outside of the Netherlands. The invoices must be sent to Energie.roermond.facturen@rvo.nl.

3.8 Requirements relating to social return on investment

Social goals are no longer a side issue in the tendering process, but are becoming an essential part of the process. This is apparent in the government's procurement strategy 'inkopen met impact'² ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025^[2]. The agreements to be concluded as a result of this tender, therefore, provide the possibility for the Contracting Authority, together with Contractors, to stimulate social developments that contribute to the realization of policy goals or social effects that the Dutch government considers important. Contractors are expected to contribute to these goals. This is possible through so called social return pilot projects. 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 related to the assignment(s) in the agreement. Think, for example, of training and supervising people from specific target groups. In order to help them in their personal development and to help them gain a better perspective on a suitable job.

After the award of the contract, the Contractor will be asked to develop a proposal for a social return pilot project. The Contracting Authority can provide ideas or possibilities for the project that match the objectives and needs. In your proposal, you describe which target group(s) you want to help, how you want to achieve social impact, what impact you are aiming for and what is needed to achieve this. If desired, you can coordinate this with the Contracting Authority and/or other parties. Your proposal for a social return pilot project will become part of the agreement after acceptance by the Contracting Authority. The project will be monitored and evaluated afterwards.

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

Specific requirements for the social return pilot projects

After the award of the Contract, the Contractor agrees to submit, within 60 days after the Contracting Authority's request, to IUCEZteam1@rvo.nl 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 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.

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

Starting point is that the objective of a social return pilot project can be achieved within six (6) 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

This section outlines 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 complete the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 4.20).

The requirements of this chapter concern both Lot 1 and Lot 2.

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the annex 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III ('Exclusion grounds') A and B;
- the Exclusion Grounds in Part III ('Exclusion grounds') C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

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 CONTRACTING 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 Section 4.4)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The CONTRACTING 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 of the Public Procurement Act 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 (6 for Lot 1 and 7 for Lot 2), which demonstrates experience with essential aspects of the assignment:

For Lot 1 – Seabed CPT, vibrocores and ecological sampling

1. Provision of vessels and equipment, executing of survey works, processing and reporting for an offshore geotechnical survey in order to obtain geotechnical information that is suitable for development, engineering and installation purposes for an offshore wind farm including infield cables;

2. Execution of a survey in which expert knowledge of the geology in the southern North Sea, or similar geological conditions, was needed;
3. Carrying out seabed CPT (PCPT/SCPT/TCPT) with target depths of at least 25m and vibrocores with a target depth of 6m and minimum recovery of at least 3m in predominantly non-cohesive soil conditions, in the North Sea or similar soil conditions;
4. Carrying out boxcore tests for ecological sampling purposes;
5. Performance of in situ dissipation testing and thermal conductivity testing; and
6. Performance of onshore standard laboratory testing on large vibrocore projects including thermal conductivity testing.

For Lot 2 – Boreholes and laboratory tests

1. Provision of vessels and equipment, executing of survey works, processing and reporting for an offshore geotechnical survey to obtain geotechnical information that is suitable for development, engineering and installation purposes for an offshore wind farm;
2. Execution of a survey in which expert knowledge of the geology in the southern North Sea, or similar geological conditions, was needed;
3. Carrying out combined downhole sampling/PCPT boreholes with a target depth of up to 60m;
4. Carrying out downhole seismic cone penetration testing (SCPT) to a target depth of up to 60m;
5. Carrying out downhole in-situ testing (PS-logging, density and/or porosity logging and spectral gamma logging) to a target depth of up to 60m bsf;
6. Performance of standard and cyclic laboratory soil testing, including dynamic/cyclic strength/stiffness testing, thermal conductivity testing, Age Dating and MIC testing laboratory testing programmes on large wind farms projects; and
7. Contractor shall prove familiarity with cyclic testing by reference to project work previously undertaken and provide evidence of such, including drained cyclic triaxial testing.

By signing the ESPD, the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above, related to the lot(s) for which the Contractor is preparing a Tender(s), 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 five (5) 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 investigation, that is part of the object of reference, is at least;
 - for lot 1 for core competence 3;
60 seabed CPT (PCPT/SCPT/TCPT) with target depths of at least 25m
50 vibrocores with a target depth of 6m;
 - for lot 2;
30 sampling/PCPT boreholes with a target depth of up to 60m for core competence 3
10 downhole seismic cone penetration testing (SCPT) to a target depth of up to 60m for core competence 4
- The minimum value for each individual core competence in the reference assignment must be:
 - € 500,000 for Lot 1 for core competences 1, 2, 3 and 5
 - € 50,000 for Lot 1 for core competence 4 and 6
 - € 1,000,000 for Lot 2 for core competences 1, 2, 3, 4, and 5;
 - € 200,000 for Lot 2 for core competences 6 and 7

These reference assignment values must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments 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 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 this assignment.

Evidence (submit together with the Tender by filling in Annex [2a] (List of Reference Contracts Lot 1) and/or [2b] (List of Reference Contracts Lot 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 they have a value of at least the above mentioned amounts.

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 control (technical qualifications)

By signing the ESPD, the Tenderer declares:

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

- Quality control 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 embedded within your business processes.

Or:

- That the Tenderer possesses a validly certified quality-control 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 7.3.17: 'Tenders involving collaborations with other organisations'.

Evidence (do not submit together with the Tender – only submit when requested)

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

A description (max. two A4 sides, either single or double-sided) of the quality-control system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-control system. The subsection 'Quality Control' 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-control 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-control evidence requested for the purposes of the Tender.

4.3.4 Environmental protection (technical qualifications)

By signing the ESPD, the Tenderer declares:

That the Tenderer has an environmental protection system that is at least equivalent to a certified environmental protection system. By 'equivalent', we mean the following:

- Environmental protection is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department. This department also bears responsibility for the correct design, execution and management of this environmental policy.
- Full insight into the environmental legislation applicable to the company's business activities and compliance with this (based on inspections and action taken in response to the inspection results).
- Insight into the exact areas in which these business activities impact the environment and how this impact can be reduced.
- Possession of plans and execution of activities to further reduce environmental impact.
- Performance of a periodic and independent audit concerning compliance with environmental protection agreements.
- Availability of a report concerning compliance with environmental protection agreements.

Or:

- That the Tenderer possesses an environmental protection system for which he holds a valid certificate as referred to in the EMAS Directive, such as the ISO 14001 certificate.

In the event that your Tender involves a collaboration between organisations, see Section 7.3.170: 'Tenders involving collaborations with other organisations'.

Evidence (do not submit together with the Tender – only submit when requested)

- Compliance with these environmental protection requirements can be demonstrated by means of:
- A description (max. two A4 sides, either single or double-sided) of the environmental protection system in place at your organisation that demonstrates that this system is at least equivalent to a certified environmental protection system. The subsection entitled 'Environmental Protection' explains what is meant by the term 'equivalent'. Your description must address all of the points specified in the 'Environmental Protection' subsection and demonstrate the system's equivalence or more.

Or:

- If and to the extent they are applicable, the environmental permit(s) required for the fulfilment of this Contract.
- Provision of a copy of a valid certificate as referred to in the EMAS Directive, such as the ISO 14001 certificate in the Netherlands.

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

4.3.5 Health, safety and environment/HSE

By signing the ESPD, the Tenderer states that:

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

Or:

- that the Tenderer has a Health, Safety & Environment (HSE) management system that is at least equivalent to a certified HSE system with regard to health and safety management (ISO 14001), subject to approval by the CONTRACTING AUTHORITY. The term 'equivalent' should be interpreted as at least 'having the following attributes':
- health & safety standards are embedded organisation-wide (in policy), adopted by the responsible management, and promoted by that management. That management is also responsible for the proper setup, implementation, and control of the health & safety policy;
- comprehensive insight in health and safety risks/hazards applicable to the business operations and insight in the health and safety performance (data);
- insight in where the business operations impact the health and safety risks and how to eliminate or control/reduce the health and safety risks/impact;
- the presence of a periodical and independent verification/audit of the compliance with the agreements on health and safety performance and the effectiveness of the health and safety measures;
- the presence of reports on the compliance with the agreements on health and safety performance;
- the presence of plans and the execution of actions to further reduce the health and safety risks.

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

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

The fulfilment of the HSE requirements can be demonstrated by:

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

Or:

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

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

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

The award criteria are listed and outlined in the table below. The highest number of points that can be obtained for each award sub-criterion is also listed in the table below.

You must – **for each lot that you apply for** – enclose your response to the award criteria as a document or collection of separate documents with the Tender.

When completing the requested prices/rates, Tenderer must use and comply with the tables/structure as provided in Annex [4a] and [4b] 'Rates and prices'. Moreover, Tenderer must take into account the requirements set out in section 3 (Requirements to this assignment) of this document.

A maximum of 100 points can be obtained for your response to the award criteria for Lot 1 and Lot 2. Criteria for both lots are identical unless where otherwise indicated.

Lot 1 and Lot 2: Award criteria and points

Paragraph number	Subject	Maximum number of points to be obtained
§5.2.1	Project documentation	30
	Execution Plan	15
	HSE management plan	5
	Quality Plan	5
	Sustainability	5
§5.2.2	Personnel	10
§5.2.3	Vessel and equipment	30
	Vessel(s)	15
	Survey Equipment	15
§5.2.4	Cycle times for the WORK	10
§5.2.5	Prices/rates	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 to the execution of the WORK, consisting of a Project Execution Plan (PEP), a Project HSE Management Plan and a Project Quality Plan (PQP). The contents of the required project documentation for the Investigation Area are detailed in Annex [6], Sections IV (Scope of Work), V (HSE Requirements), VI (Quality Requirements & Administrative Instructions) and VII (Starting Points and Assumptions).

The assessment of the project documentation will be based on the preliminary versions of a PEP, HSE document and PQP only. The winning Tenderer can further detail these documents after Contract award. Therefore, the Tenderer is requested to include all necessary project information in these documents. Other documents should be avoided for clarity.

Max. no. of points available	Assessment aspects
15	Project Execution Plan (PEP) The initial PEP is assessed on the following aspects jointly on the extent to which: • The Project Execution Plan includes a project specific and SMART (specific, measurable, acceptable, realistic and time-related) description of how it complies to the provisions of the Contract, especially regarding the data deliverables plan, the clarity of the content of these deliverables, and the proposed solution to survey all Investigation Areas; • A comprehensive assessment of relevant overall project level risks and associated mitigating measures, especially regarding interfaces and project milestones is provided; • The milestones suggested by the Tenderer as specified in Annex [4a] and Annex [4b] are realistic and are substantiated by a description and a GANTT chart. • The description is included on how the data is acquired and provided according the BRO is clear. More detail on the 'Basisregistratie Ondergrond' (BRO) requirements are detailed in the Scope of Work (Annex [6] Section IV) section 2.9.
5	Project HSE Management Plan • This preliminary Project HSE Management Plan is assessed on the following aspects jointly to the extent to which: • The preliminary Project HSE Management Plan includes a SMART (specific, measurable, acceptable, realistic and time-related) description of how it complies to the provisions of the Contract; • An inventory of the risks and mitigations that have an impact on overall Health, Safety and/or Environment aspects of the survey works is worked out comprehensively; • A description and a schedule of how the preliminary HSE Management Plan is made project specific after the award.
5	Project Quality Plan (PQP) • This PQP is assessed on the following aspects jointly to the extent to which: • It includes a project specific and SMART (specific, measurable, acceptable, realistic and time-related) description of how it complies with the provisions of the Contract, including Annex 6, Section IV (Scope of Work) and VI (QA); • It contains a comprehensive inventory of the risks that lead to a lower data quality or risks that impact quality of the deliverables of the survey; • It contains a detailed description of how the quality of processes and interfaces, as well as quality of the resulting deliverables is managed.
5	Sustainable execution of survey campaign This criterion is judged by assessing the following aspects on the extent to which:

Max. no. of points available	Assessment aspects
	• The offshore campaign is conducted with minimum emissions, demonstrated by the estimated amount of fuel consumption in combination with time-efficient offshore work, and/or survey vessels as part of the WORK will be (partly) powered by renewable energy. An overview shall be presented of the expected fuel consumption during the project; • Measures are described to minimize the use of materials that may have a negative impact on the environment (e.g. antifouling, oil leakage, drilling fluids) and to minimize the loss of equipment. • Company measures are described that minimize the environmental impact by the offices and personal during the works for the project.

5.2.2 Award criteria relating to qualifications personnel

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

- Not more than 3 persons can be specified along with accompanying CVs per key personnel group in Annex [3a] or [3b] - Section I for the principal assessment. In case you offer more than three (the CVs of) the additional persons will not be assessed.

The following information of the Tenderer is required as a base for the assessment:

- CVs of all proposed key personnel. Not providing these CVs will lead to a 0% score for these persons. Each CV shall have a maximum of 3 pages, if there are more pages only the first 3 pages will be assessed.
- Key personnel to be included as a minimum:
 - Project manager onshore;
 - Project manager offshore / Party chief;
 - Geotechnical Equipment Operators;
 - Lead Geotechnical engineer, offshore;
 - Lead Engineers, onshore;
 - Lead laboratory technician.
- Personnel proposed by the Contractor during the execution of the WORK will have equal or better qualifications than the personnel proposed by the Contractor in Annex [3a] and [3b] – Section I.

Annex [3a] and Annex [3b] contain weighing factors for the assessment of the below criteria.

Max. no. of points available	Assessment aspects
10	Experience Tenderer shall specify in Annex [3a] and [3b] - Section I for each of the key personnel the education level, the number of relevant projects, project names and project roles to which the key personnel has contributed . Please provide sufficient detail. This criterion is assessed on the extent to which: • The key personnel has demonstrable experience in similar type of offshore geotechnical surveys; • The extent to which the key personnel has been previously active in a similar role as proposed in the Tender; • The key personnel has experience with the other team members and proposed (vessel and/or laboratory) equipment in the Tender.

5.2.3 Award criteria relating to Vessel(s) and equipment

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

- CONTRACTING AUTHORITY prefers that the WORK is executed with state-of-the-art vessel(s) and equipment.
- CONTRACTING AUTHORITY has a preference for stable, larger North Sea vessels, with a minimum length of 70 meters and a minimum beam of 15 meters. Tenderer is to provide a suitable working platform to minimise weather downtime.
- Please provide the information for Vessels, Equipment in Annex [3a] and [3b] – Section II and the information for Team composition in Annex [3a] and [3b] – Section III. The assessment will be based on the vessels and equipment confirmed in the Letter of Confirmation (Annex [5]).

- Annex [3a] and Annex [3b] contain weighting factors for the assessment of the below subcriteria.

Max. no. of points available	Assessment aspects
15	Vessel(s) (Lot 1 and 2) This criterion is assessed on the following aspects jointly to the extent to which: • The vessel(s) and deck layout are likely to achieve the survey objectives in an efficient manner. The vessel(s) and vessel equipment configuration (minimum dimensions stated previously) are optimised for efficient data acquisition and are described in adequate detail to demonstrate this along with vessel track record and operational projects in similar environments. • Vessel(s) are suitable to execute the work in North Sea conditions (DP2 as a minimum, including positioning, navigation and vessel equipment). Vessel(s) are stable to ensure good data quality acquisition within workable limits. Documentation regarding vessel motion characteristics (response amplitude operators or transfer functions) and DP capabilities (DP capability plots) is supplied as part of the PEP and supports the motivation for selecting the vessel(s); • Vessel(s) are already mobilised and ready to use. Working and tested equipment is preferred.
12	Survey equipment Lot 1 This criterion is assessed on the following aspects jointly to the extent to which: • The proposed survey equipment (e.g. spares, drilling equipment, derrick configuration and ancillary equipment, seabed PCPT unit, vibrocorer, in situ thermal conductivity) for carrying out the survey within the scope of the agreement is suitable and effective; • Onshore Laboratory facilities for carrying out the laboratory testing within the scope of the agreement are available, suitable and effective. Tenderer shall provide a list of the numbers of testing units to be made available by the laboratory (e.g. Effective and total stress); • Appropriate tests and/or equipment are accredited and the scheme and standard of accreditation.
3	Survey equipment Lot 1 (depth) • The proposed equipment has demonstrated it is capable of achieving a target penetration depth below the minimum depth of 25 m below sea floor (BSF) for seabed equipment 25-35 m BSF: 1 point 35 - 45 m BSF: 2 points >45 m BSF: 3 points.
15	Survey equipment Lot 2 This criterion is assessed on the following aspects jointly to the extent to which: • The proposed survey equipment (e.g. spares, drilling equipment, derrick configuration and ancillary equipment, downhole sampling and testing tools, are suitable and effective;

Max. no. of points available	Assessment aspects
	- Onshore Laboratory facilities for carrying out the laboratory testing within the scope of the agreement are available, suitable and effective. Tenderer shall provide a list of the numbers of testing units to be made available by the laboratory (e.g. Effective stress, CRS, incremental Oedometer, simple shear, cyclic tests); - Appropriate tests and/or equipment are accredited and the schemes and standard of accreditation are provided.

5.2.4 Award criteria relating to the Cycle time for the WORK

Tenderer is requested to provide the information for Cycle time of the WORK in Annex [4a] and [4b].

Max. no. of points available	Assessment aspects
10	Cycle time of the WORK The difference (number of calendar days) between the by Tenderer proposed schedule and the Ultimate date set by Client, (see KEY DATES), is referred to as 'D' To determine the score of the Tenderer, the following tranches and corresponding formulas are used: - Proposed date on the Ultimate date by Client = 0 Points - Proposed delivery date = 40 days for each deliverable (30 days for Lot 1 item a.) before the Ultimate date set by Client = maximum number of points - Delivery between 0 and 40 days (30 days for Lot 1 item a.) before the Ultimate date set by the Client a score between max and 0 points is calculated by linear interpolation The following maximum points can be obtained per deliverable. Lot 1 a. Delivery of 100% draft digital CPT data (4 points) b. Final seabed in situ test locations report (3 points) c. Final seabed sampling locations report (3 points) Lot 2 a. Final Borehole report including standard lab testing (5 points) b. Final advanced lab testing report (5 points)

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

Tenderer is requested to complete the schedule of rates and prices format in Annex [4a] (Lot 1) and / or Annex [4b] (Lot 2), in which Tenderer specifies the maximum prices and rates that apply to relevant parts of executing the WORK. The virtual 'total price', as referred to in this criterion, is only used for assessment purposes with regard to this tender procedure and will not be relevant

during the execution phase of the CONTRACT. The rates given are valid during the execution of the Contract. The actual Contract price, or Contract Value, will be established during the course of the project and will depend on actually performed quantities. 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 [4a] for Lot 1 and Annex [4b] for Lot 2. By using the relative weighting for the WAITING ON WEATHER prices / virtual quantities as defined by the CONTRACTING AUTHORITY in Annex [4a] and Annex [4b], 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: <u>For Annex 4a (Lot 1):</u> P lower than € 7,500,000: score = 0 points; P higher than € 12,000,000: exclusion of the Tender P between or equal to € 7,500,000 and € 12,000,000: a score between 20 and 0 points is calculated by linear interpolation; <u>For Annex 4b, (Lot 2):</u> P lower than € 25,000,000: score = 0 points; P higher than € 33,500,000: exclusion of the Tender P between or equal to € 25,500,000 and € 33,500,000: a score between 20 and 0 points is calculated by linear interpolation;

5.3 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 for preferences 0, 0 and 0, **Fout! Verwijzingsbron niet gevonden.** for Lot 1 and Lot 2.

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%
Very satisfactory	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%

As for criteria 5.2.1, 5.2.2 and 5.2.3

For each criterion of 0, 0 and 0 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 who 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 criterion 0

Tenders with Cycle times higher than the Ultimate date set by Client will be excluded by the CONTRACTING AUTHORITY and will not qualify for award of the CONTRACT.

As for criterion 05

To determine the scores of the tender for the criterion Price, the following tranches are used:

For Lot 1, Tenders with prices higher than € 12,000,000 for the Investigation Area respectively, will be set aside by the CONTRACTING AUTHORITY and will not qualify for award of the CONTRACT.

For Lot 2, Tenders with prices higher than € 33,500,000 for the Investigation Area respectively, 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 5.2.3 (Vessel(s) and equipment)**. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from

all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

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

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on www.tenderned.nl and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3.1 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):
Mark Kamminga of the Procurement Office (IUC EZK) via 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 [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.

7.3.3 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 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.

Information meeting

The Tendering Authority will organise a digital information meeting in which the assignment and the Tender procedure will be explained. The information meeting will take place on the date specified in 1.3 Time Schedule.

If you wish to attend the meeting, then we kindly request you to send an email to your contact person no later than 12 July 2022.

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 the provision of 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). This requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide:

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

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.

The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.

- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.

- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex [1]	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex [2a] and/or [2b]	Reference Contracts	Add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria.	Add to TenderNed
Annex [3a] and/or [3b]	Qualifications of Team	Add to TenderNed
'Prices/Rates Annex [4a] and/or [4b]	Prices/rates and Cycle Times	Add to TenderNed
Other documents	CVs	Add to TenderNed
Annex [5a]/[5b]	Letter of confirmation	Send by TenderNed before 12 June 2023

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

7.3.16 Legally binding signature

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

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

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. Additional documents (such as informational materials etc.) can also be provided in English. During the fulfilment of the contract, communication must be conducted in Dutch OR English.

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

The draft contract and corresponding conditions of contract are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

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

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

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

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

Interest in relation to the judgement

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

Annexes

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

Annex 1 - European Single Procurement Document (ESPD) .
Annex 2a - List of Reference Contracts LOT1.
Annex 2b - List of Reference Contracts LOT2.
Annex 3a - Personnel, Vessels and Equipment LOT1.
Annex 3b - Personnel, Vessels and Equipment LOT2.
Annex 4a - Cycle Time and Price Geotechnical Survey LOT1.
Annex 4b - Cycle Time and Price Geotechnical Survey LOT2.
Annex 5a - Letter of Confirmation LOT1.
Annex 5b - Letter of Confirmation LOT2.
Annex 6 - Section I - Draft Contract.
Annex 6 - Section II - Conditions of Contract.
Annex 6 - Section IIIa - Remuneration LOT1.
Annex 6 - Section IIIb - Remuneration LOT2.
Annex 6 - Section IV - Scope of Work.
Annex 6 - Section V - HSE Requirements.
Annex 6 - Section VI - Quality Requirements & Administrative Instructions.
Annex 6 - Section VI - QA - A1 Template-Contractor-Technical-Query.
Annex 6 - Section VI - QA - A2 Template-Variation-Request form.
Annex 6 - Section VI - QA - A3 Template-Variation-Proposal form.
Annex 6 - Section VI - QA - A4 Template-Document-Review-Form.
Annex 6 - Section VI - QA - A5 Personnel Replacement -Form.
Annex 7 - Starting Points and Assumptions
Annex 7 - Starting Points and Assumptions- A- GIS Metadata requirements
Annex 7 - Starting Points and Assumptions- B- MPK file of NW WFZ
Annex 7 - Starting Points and Assumptions- C- Memo BRO requirements for Geotechnical works
Annex 8 - Complaints Procedure.