



## Tender Guidelines

For the tender procedure for contract with case number 31195825 for the implementation of and reporting on not more than ten (10) simulations for testing the behaviour of the crew and due to a larger number of wind turbines, the consequences for shipping safety on the North Sea, before the end of 2024 and/or from the start of 2025 onwards

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## 1 General principles

### 1.1 General

1. On behalf of the State of the Netherlands, with its seat in The Hague, the Ministry of Infrastructure and Water Management, Rijkswaterstaat Department of Water, Traffic and the Environment in Rijswijk, represented by the Director of Safety and Water, K. Portegies (hereinafter referred to as contracting party), issues a European tender for the awarding of a contract according to the public procedure in accordance with the Works Procurement Regulations 2016 (ARW 2016).
2. The tender procedure concerns a contract for services with case number 31195825 for the implementation of and reporting on not more than ten (10) simulations for testing the behaviour of the crew and due to a larger number of wind turbines, the consequences for shipping safety on the North Sea, before the end of 2024 and/or from the start of 2025 onwards.
3. On 15 April 2024 the announcement was published via [www.tenderned.nl](http://www.tenderned.nl) and issued for publication to the Publications Office of the European Union.
4. The tender procedure is based on these Tender Guidelines, the summaries of additional information and the contract documents: the draft agreement (ARVODI), the requirement specifications and the appendices to the requirement specifications. In the event of contradictions between the Tender Guidelines and the contract documents, the contract documents shall prevail.
5. By submitting a tender, a business owner declares his unconditional agreement with the tender procedure as described in these Tender Guidelines.
6. Rijkswaterstaat operates the Code of Conduct on 'Public Commissioning'. This code of conduct can be downloaded from the Rijkswaterstaat internet site via the address [www.rws.nl/opdrachtgeverscode](http://www.rws.nl/opdrachtgeverscode).

### 1.2 Tender procedure via TenderNed

The tender procedure takes place digitally, via the electronic system for public procurements: TenderNed ([www.tenderned.nl](http://www.tenderned.nl)).

This means that tenders from Dutch businesses are only possible via TenderNed. This requirement does not apply to one or more foreign businesses which are forced by necessity or by an unforeseen event beyond their control, to register by submitting a tender independently or jointly (with or without a subcontractor), by email, with handwritten signature.

Therefore, in principle, said foreign businesses are required to submit their tenders via TenderNed (<https://www.tenderned.nl/cms/en/english/tenderned-dutch-governments-online-tendering-system>).

For this purpose they must register and can then follow the guidelines available at <https://www.tenderned.nl/cms/en/english/submitting-tender-open-procedure>.

It is generally recommended that, in the first place, they start in good time in order to satisfy all requirements of TenderNed. After all, a tender must have been

submitted by a specified date and time.

Secondly, they must ensure that they are able to receive transaction codes via a (valid) mobile telephone number.

Thirdly, they must be able to contact the TenderNed Service Desk for questions, via telephone number +31 70 379 88 99 (or email). The opening hours are: 08:30-17:00 CET.

Finally, it is recommended that as necessary from the start they call in the assistance of Dutch tender consultancy bureaus who are used to working with TenderNed. TenderNed is only available in Dutch.

Unless explicitly indicated otherwise, a business owner is not permitted to maintain contacts or ask questions within the framework of this tender procedure, other than via TenderNed or for foreign businesses (by way of exception) via email.

For participation in the tender procedure via TenderNed, a business owner must be registered with TenderNed as a user. The "TenderNed User Conditions" apply.

A business owner is expected to have the necessary knowledge to correctly complete the tender procedure in TenderNed. For manuals, please visit [www.tenderned.nl/egids](http://www.tenderned.nl/egids).

Use of TenderNed is for the account and risk of the business owner subject to the following exceptional situations. In the event that TenderNed is not accessible on the tender closing date due to a breakdown at eHerkenning, in TenderNed or the power supply network, this shall constitute a force majeure situation. In such cases, the contracting party may decide to postpone the tender closing date, depending on the situation and consequences. The amended tender closing date will be announced via TenderNed, 'Rectification', and in the case of foreign businesses (by way of exception) by email.

Complaints about the tender procedure

Pursuant to the recommendation on 'Processing of complaints during public tenders', Rijkswaterstaat has set up a complaints unit. Complaints with regard to the tender procedure may be submitted to the Central Public Procurement Complaints Unit of Rijkswaterstaat, at the following email address: [klachtenmeldpunt@rws.nl](mailto:klachtenmeldpunt@rws.nl).

Complaints may relate to failure to comply with statutory provisions or a breach of general tender principles. Complaints must be submitted in writing and should clearly indicate which aspect of the tender procedure the complaint relates to, supported by reasons. A complaint will be processed by appropriately expert officers who are not and will not be involved in the tender procedure in question. A complaint is dealt with as soon as possible; the complainant is informed accordingly.

Submitting a complaint has no suspensive effect and it does not change the fact that a candidate or tenderer must submit its formal objection in time, or must initiate proceedings if and when this applies (see section 7.3).

For more information, please visit: [www.rws.nl/klachtenmeldpuntaanbesteden](http://www.rws.nl/klachtenmeldpuntaanbesteden).

#### 1.4 Explanations within the framework of the Public Procurement Act

This tender procedure relates to special consultancy services in the field of research, gathering, analysis and reporting of data specifically for the implementation of and reporting on not more than ten (10) simulations for testing the behaviour of the crew and due to a larger number of wind turbines, the consequences for shipping safety on the North Sea, before the end of 2024 and/or from the start of 2025 onwards.

Between now and 2030, a large number of wind farms will be built in the Dutch section of the North Sea. Without additional measures, this will have consequences for shipping safety. Against that background, in 2018, IDON<sup>1</sup> commissioned a further investigation into the cumulative effects of offshore wind energy for shipping safety (<https://www.noordzeeloket.nl/functies-gebruik/windenergie/scheepvaart-moswoz/>).

For both RWS WVL<sup>2</sup> in the matter of nautical safety, also for the provision of knowledge and/or advice to DGLM<sup>3</sup>, and for RWS ZD<sup>4</sup> in its role as manager of the North Sea, the tender procedure is important to ensure the management of the growing risks to shipping safety as a consequence of the rising number of wind farms on the North Sea.

The contract is for the implementation of:

- a) preparations for and implementation of simulation runs based on elaborated and supplied scenario descriptions;
- b) analysis of the human factor observations;
- c) reporting on the results of the study.

The contract falls within the remit of the Network Development and Vision department of RWS ZD, and aims to fulfil the need for insight into the consequences for shipping safety of the rising number of wind farms in respect of collisions between ships and collisions between a ship and a wind turbine, by means of simulation on a Class A simulator for Bridge and VTS operations.

The results of this study are intended for policy making at the Ministry of Infrastructure and Water Management, Rijkswaterstaat in general and the regional divisions (ROO)<sup>5</sup> in particular, all with the eventual goal of successfully charting out and ensuring the manageability of the consequences of wind turbines for shipping safety.

This tender procedure must be viewed in isolation from other similar contracts from Rijkswaterstaat, such as those for:

- the annual North Sea Network Analysis;
- compiling BowTie analyses for ship-to-ship and ship-to-wind turbine collisions;
- the description of scenarios for nautical simulations as direct input for this contract;
- other traffic safety projects or programmes;
- any initiatives by the various Rijkswaterstaat regions.

### *Objectives*

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<sup>1</sup> Interdepartmental Directors North Sea Consultative Body.

<sup>2</sup> Rijkswaterstaat, Department of Water, Traffic and the Environment

<sup>3</sup> Directorate-General for Aviation and Maritime Affairs

<sup>4</sup> Rijkswaterstaat Sea and Delta

<sup>5</sup> regional components of Rijkswaterstaat (ROO)

The Services shall focus on advice on matters of research, gathering, analysis and reporting on data, more specifically implementation of a series of nautical simulations, in close consultation with the awarding party and other stakeholders, such as the relevant topic leaders for MOSWOZ<sup>6</sup>.

The intended data analysis must serve to provide answers to the study questions, also on the basis of the scenario descriptions provided with this tender procedure.

The simulations must actually provide greater insight into the consequences for shipping safety of the rising number of wind farms in respect of collisions between ships and collisions between a ship and a wind turbine by means of simulation on a Class A simulator for Bridge /DP and VTS operations.

*Considerations with regard to the chosen procurement procedure*

The initial considerations related to the nature of the Services, namely specialist consultancy services in the field of research by simulations, gathering, analysis and reporting of data.

Given the above described objectives and the circumstances surrounding the order, the scope of complexity of this order is above average. Furthermore, the work has a clearly specialist character.

Secondly, for implementation of these specialist Services, existing and broadly applicable knowledge is available in the field of offshore shipping traffic safety, and shipping simulations, data analysis and reporting, whether or not at the broader level of the North Sea or at area-specific level, and in a market segment with a limited to average number of providers.

Moreover, for a number of reasons, this Contract requires a single 'dedicated supplier'. This is for reasons of independence, an area-specific vision on offshore shipping safety, uniformity of the service provided, continuity and the desired substantive quality and the care that must be taken in providing the Services. However, these points for attention require no special treatment or procedure.

Given the circumstances outlined above, and the wish to limit the transaction costs<sup>7</sup> for business owners (and for the contracting party), the procurement of these Services by means of the European public tender procedure is an ideal choice. Also given the possibility of imposing appropriate eligibility requirements and formulating award criteria, the public procedure is sufficient in this case. Nevertheless, other procurement procedures will be considered below.

*Considerations and other procurement procedures*

For the procurement of *engineering services*, Rijkswaterstaat has for years made use of a framework agreement according to which private tender procedures are organised, that allow for the placement of contracts. This form of framework agreement, however, is specifically intended for commonly recurring technical engineering services, generally with an object-specific interest, for specific construction and maintenance projects.

As already stated, the work related to this procurement (specialist consultancy services in the field of simulations, analysis and reporting in respect of offshore shipping traffic safety) have a relatively specialist character while the market segment in question clearly not only encompasses large agencies but also smaller businesses with specific knowledge of shipping or more specifically offshore shipping

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<sup>6</sup> Offshore Wind Energy Shipping Safety Monitoring and Research Programme

<sup>7</sup> the costs these parties must incur in submitting a tender or performing a procurement transaction.

traffic safety which may or may not be combined with knowledge in the field of simulations, data gathering, data analysis and reporting.

Moreover, in the case of this procurement, there is no object-specific spectrum, but strategic knowledge and the resultant area-specific frameworks, which do not occur often, when considered from the viewpoint of vision, independence and shipping perspective, with outcomes that could influence the relevant strategic or tactical choices to be made, which may or may not be subject to the influence of the administrative and political environment.

As such, at least in terms of substance, these Services differ from the commonly occurring technical engineering services which have already been the subject of a European tender in the form of framework agreements on numerous occasions. A private tender procedure under the framework agreement for engineering services is therefore not appropriate.

A study of the available tender procedure then revealed that the non-public procedure is less appropriate. The non-public procedure is more suitable for an above average number of business owners, with above average complexity and in which preliminary selection would limit the transaction costs for all parties.

The negotiation procedure with a single business owner or the competition procedure with negotiation with multiple business owners are also not considered the most appropriate tender procedure. At global or European level, or at the level of sea shipping, there is no complete picture of the latest substantive or technological developments. To a certain extent, therefore, it is not meaningful to restrict participation of the market in advance. Moreover, the market segments in question are not overly populated with suitable market parties.

Competition-based dialogue is also certainly not desirable, since the elements of special complexity in conjunction with extremely high costs are less prominent than would be required for a procedure of this kind.

Finally, the innovation partnership is not ideal for the tender procedure for this order, because no new solution is required.

In the case of this tender procedure, these reasons mean that the placement of this contract via a European public procedure is considered the most suitable option.

The choice in favour of the public procedure is also based on the following.

1. New (technological or other) developments could provide grounds for specific business owners to submit a tender.
2. Participation by European business owners (or companies worldwide) is certainly not excluded. To make this possible, the essential documents will also be published in English.
3. The gathering or processing of the data could very well be undertaken by individuals with limited experience in the designated areas of experience. On the other hand, consultancy services in these areas must be dedicated and of an appropriate level. The contract will therefore contain safeguards regarding the eligibility requirements.
4. This open procedure contains options for sufficient contact moments before tender takes place.

*No splitting into different sections (lots)*

The requested Service consists of logically connected inextricably linked elements of contracts which within this composition are sufficiently available on the market.

Those components relate to consultancy and research in the field of simulations and offshore shipping traffic safety, through the practical gathering of data as well as

data analysis and reporting, but do not require extremely complex data processing services. Pronounced reliability of the information contained in the reports that must be delivered is certainly important.

A market survey has revealed that the requested Service is fully accessible to the SME sector, despite the broader level of shipping or other relevant influencing factors. Based on the accessibility of the service to the SME sector, and given the absolute number of business owners eligible to submit a tender, and the international environment in which these Services must be provided, it must be concluded that competition and accessibility are sufficiently safeguarded. It must also be taken into account whether a tender procedure of this kind makes it unnecessarily complex for certain market parties with their specialist knowledge, if forced to cooperate with larger agencies. It may become impossible for those specialist parties to be considered independently eligible for a government order. In addition, forced cooperation can in certain situations result in undesired complications.

The studies undertaken have also shown that the eligibility requirements imposed are proportional and will represent no restriction to the admission of small businesses.

For this reason, the decision has been taken to not introduce separate components, thereby avoiding the risk of 'not unnecessary' combinations of components.

In addition to this consideration (in selecting the tender procedure), the following have been taken into account.

1. Because there is a substantive relationship between certain aspects, further subdivision of those aspects between multiple companies is undesirable, from the point of view of efficiency. It is also important for the tenderers to know that no unnecessarily large numbers of different specialists may be deployed. A maximum of two parties in a joint venture will be permitted, but given the market situation this configuration is not necessary.
2. Division into multiple individual lots (for example for data gathering including processing with the provision of advice as a separate lot) could – over the full term of the contract – result in insufficient monetary value, no longer proportional to the transaction costs. Furthermore, data gathering, data analysis and/or reporting or the analysis of human factor observations could also be seen independently.
3. Multiple aligned lots in which all required tasks are divided into equal volumes could result in the insurmountable objection that disruption and confusion could arise between the lots. From the point of view of uniformity in advice and uniformity in deliverable frameworks in documents and/or reports, the only possible conclusion is that a single party must be able to lay down the course to be followed, and must achieve consistency of results in consultation with the Awarding Party. Division between multiple parties would result in an almost impossible coordinating task for the Awarding Party in bringing and keeping all those parties into line.
4. As already stated, this order or the lots that make it up must continue to demonstrate the required cohesion and harmonisation. The aim of this tender procedure is to ensure that the Awarding Party is supported in such a way that the least possible time and money are lost on consultation and harmonisation. Harmonisation between these aspects and with the Awarding Party is and remains of key importance.
5. Through process improvement and based on an intensive relationship with the Awarding Party, there will be other opportunities on both sides (both for the

Awarding Party and the Contractor) to achieve specific benefits, or to prevent wastage. The Awarding Party is also pleased if unequivocal information is provided (a single point of contact). The Contractor also wishes to waste the least possible time through possible forced cooperation with other parties. Two businesses which (in a consortium) are more or less forced to accept the order together can reach mutual work agreements in respect of a tender, but in practice the situation is sometimes different. To avoid fragmentation and to initiate improvements in the process, it may therefore be advisable to work with a single business as point of contact, which may as necessary call upon subcontractors. Both Contractor and Awarding Party will of course look for opportunities to increase efficiency and/or sustainability effects by limiting journey times and organising meetings efficiently. This must of course be without prejudice to the opportunities for a single business or multiple businesses to submit a joint tender, on condition they satisfy the eligibility requirements outlined in section 3.2.

All in all, given the market situation and taking into account the principles described above, there must be sufficient businesses capable of submitting a tender for this (public) procurement procedure such that they can ensure sufficient challenge.

#### 1.5 Explanations within the framework of the Ambition Web

Sustainable Public Procurement (MVI) within government is a consequence of a political decision. Already in 2010, national government was required to ensure 100% sustainable procurement. At the same time also considering environmental, social and economic aspects in all purchases results in savings for the taxpayer, the government organisation and society.

Successive Coalition Agreements have also assumed that the government is able to use its purchasing power to accelerate sustainable transitions, to activate vulnerable groups and to encourage innovative procurement methods.

For all these reasons, the Awarding Party has entered the proposed contract in the special tool for the Ambition Web for sustainable procurement, and discussed these aspects in the project team.

The discussions with the project team led to the conclusion that this contract could contribute to the sustainability ambition.



Examples include the location visits for the observations to be conducted, including visits by the crew during the order, and the consultation moments which if desired can for the most part be carried out with MS Teams (except at least the project startup meeting and the evaluation discussion).

The project team is also open to other possibilities, such as SROI (Social Return On Investment), <https://www.rijkswaterstaat.nl/zakelijk/zakendoen-met-rijkswaterstaat/inkoopbeleid/de-groei-in-social-return-waar-mensen-centraal-staan/sociale-impact-bereiken-als-leverancier>. It should be possible for a certain amount of the work within this project to be carried out by people distanced from the labour market, such as early school leavers, income support recipients, people over the age of 50, job seekers not entitled to benefit payments, former elite athletes, former servicemen and women, former detainees, persons entitled to benefit according to the WIA (Work and Income Capacity for Work Act) (formerly the WAO Unemployment Benefit Act)) and people with a different language or cultural background, such as holders of residence permits or work migrants (<https://www.maatwerkvoormensen.nl/praktijkvoorbeelden/rws-groei-in>). The deployment of these people could result in a 'breeding ground' ('Groei-in'), which encourages sustainable employability (<https://www.aofondsrijk.nl/artikel/rijkswaterstaat-biedt-maatwerk-bij-social-return/>).

Work relating to the processing of data based on observations and/or measurements and depending on the situation for analysis and/or reporting, could be carried out by people distanced from the labour market. This work is expected to be carried out at least at senior secondary vocational education (MBO) level. Work relating to communication with the Awarding Party, the manager and/or the Coastguard, in certain cases with shipping traffic participants, and also in evaluating human factor observations in which a physical obstacle or a lack of knowledge could hinder correct implementation, or work in specific circumstances which require absolute focus (no night-blindness, colour-blindness or similar) – with the obvious exceptions – require the attention of people with no distance from the labour market.

In particular, the use of social placements is also possible in combination with items 7, 8, 10, 11 and 13 of Appendix I Statement of Rates and prices, on condition the deployment of these individuals has no consequences for the substantive quality of the observations, data, analysis and/or the reporting.

For the sake of clarity, the rate and the hours for social placement must be separately specified in the Action Plan. The total costs must also be listed in columns L and Q for the relevant items in Appendix I Statement of Rates and prices.

Tenderers will be invited to present ideas (unsolicited proposal) in the field of social return in their tender, subject to the proviso that no assessment of those ideas will take place and that no value will be awarded to them, in the consideration of the value for money of the tenders.

Following the possible awarding of the order, the Contractor in question will be invited to discuss the ideas with the team from the 'Groei tuin' (Breeding Ground). During these discussions, more specific attention will be paid to the proposed sustainable employability with the Contractor and the appropriate conditions, while the Contractor's action plan will be carefully evaluated in the light of the specific ambition, practicality, feasibility and reality.

The following could be considered contributions to social return:

1. Job placement; offering appropriate and paid employment. The focus is on linking talent to business owners or within their network. The Groei tuin can offer support via social partners within their network.
2. Knowledge, resources and expertise; in consultation with the Groei tuin, based on their own knowledge and expertise, business owners can implement social return. The Groei tuin advises business owners on deploying their expertise, products and services. The aim is to achieve more employment opportunities and long-term placements for the candidates.
3. Social procurement; business owners can indirectly create additional employment by purchasing products or services from social workshops or social businesses.
4. Work development; these are separate interventions that serve to boost the above listed interventions. These interventions contribute to a greater sense of motivation and wellbeing among candidates and improved awareness of their own competences and talents. For example by offering courses, training and internships.

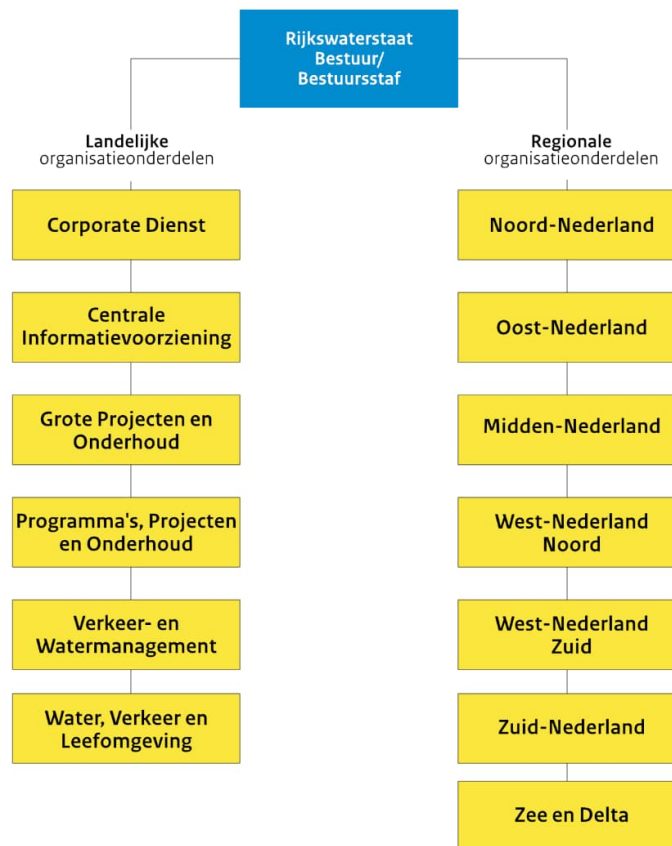
## 2 Contract description, contract form and planning timetable

### 2.1 Contract description

#### 2.1.1 Rijkswaterstaat (Public Works and Water Management)

Rijkswaterstaat is the implementing body of the Ministry of Infrastructure and Water Management, and works on a daily basis to ensure a safe, liveable and accessible Netherlands.

The around 10,000 employees of Rijkswaterstaat work within national and regional organisational units across the country. Below an overview of the organisational units.



For more information about doing business with Rijkswaterstaat, visit <https://www.rijkswaterstaat.nl/en/collaboration/doing-business-with-us>.

#### 2.1.2 Water Transport and the Environment (WVL) and Sea and Delta (ZD)

WVL develops the vision on the main roads network, the main waterways network and the main water system as well as our living environment, for Rijkswaterstaat. In this vision, WVL describes:

- how the main roads network, the main waterways network and the main water system should be developed;
- the level of quality delivered to the users;
- the level of care expended on the environment.

WVL is responsible for tendering this contract; ZD is closely involved in the preparation and above all the implementation phase.

ZD (Sea and Delta) is the regional partner for the regions Zeeland, the North Sea and the Caribbean Netherlands in relation to safety, accessibility and quality of life. ZD also concentrates on the management and maintenance of the space under its control. The Rijksrederij (Government Shipping Company) is part of this organisational unit.

### 2.1.3 Starting situation

The North Sea is one of the busiest seas in the world. In addition to shipping, we use the North Sea for many other purposes. Energy production is one of them. The ambition for the next few decades is to generate more offshore wind energy in order to achieve the climate goals. This will impact on shipping safety. For that reason, Rijkswaterstaat is conducting research in this field, so that measures can be taken to maintain the level of shipping safety. Rijkswaterstaat has also established the MOSWOZ<sup>8</sup>. Within this programme, we are conducting research into the impact of offshore wind farms on shipping safety.

#### Measures to maintain and improve shipping safety

Although the North Sea is one of the most intensively used seas in the world, the underlying principle for the government remains that we must maintain and where possible improve the level of safety at sea. Between now and 2031, around 1500 additional wind turbines will be installed in the Dutch part of this sea; the Additional Offshore Wind Energy Roadmap 2030

(<https://www.rijksoverheid.nl/onderwerpen/duurzame-energie/documenten/kamerstukken/2022/06/10/aanvullende-routekaart-windenergie-op-zee-2030>) shows these plans in outline. Studies by the MARIN Foundation<sup>9</sup>,

[https://www.noordzeeloket.nl/publish/pages/166436/wind\\_op\\_zee\\_2030\\_gevolgen\\_voor\\_scheepvaartveiligheid\\_en\\_mogelijke\\_mitigerende\\_maatregelen.pdf](https://www.noordzeeloket.nl/publish/pages/166436/wind_op_zee_2030_gevolgen_voor_scheepvaartveiligheid_en_mogelijke_mitigerende_maatregelen.pdf)) reveal that the risk of collisions between ships and wind turbines will increase considerably with the arrival of new wind farms. For that reason, additional measures are needed; preventive measures to prevent incidents such as additional sensors in wind farms, additional supervision and enforcement and measures in the event of an incident, for example the deployment of additional emergency towing capacity. MOSWOZ is another of these measures, since it creates better insights and ensures the more efficient deployment of all resources.

#### Insight into risks and effectiveness of measures

We do not yet know enough about the risks and the effectiveness of the measures. For that reason MOSWOZ is working to improve the level of understanding to allow us to take appropriate measures to safeguard the level of safety. The goal of all these efforts is to respond rapidly to new developments and innovations. For

<sup>8</sup> Offshore Wind Energy Shipping Safety Monitoring and Research Programme

<sup>9</sup> Maritiem Research Institute Nederland foundation

example, a recent study into the risks of ship collisions with wind turbines led to developments aimed at reducing these risks. Additional Emergency Response Towing Vessels (ERTV) are on standby near wind farms and the Coastguard is deploying additional personnel to actively monitor and if necessary contact vessels near wind farms.

#### Topics within MOSWOZ

MOSWOZ is looking to answer a variety of research questions, which can be placed under a series of headings. For examples questions such as: Are the predicted risks actually becoming manifest, in the expected manner? Which unexpected developments have arisen? And how effective and efficient are the measures currently being deployed for shipping safety? In this way, we support and advise policymakers and other stakeholders.

An overview of the topics can be found at: <https://www.noordzeeloket.nl/functies-gebruik/windenergie/scheepvaart-moswoz>

In addition to this contract for the gathering and processing of data, in recent times other contracts for specific advice have been processed and reported on in different projects.

An additional aim of this tender procedure is to ensure that the tasks relating to the risks and possible measures for Offshore Wind are implemented as uniformly as possible (and not in a fragmented manner). The Awarding Party has decided to tender this contract as a single contract and therefore in a single lot consisting of one component for eight (8) simulations, with an option to extend the contract for a further two (2) simulations, mainly in order to ensure uniformity, efficiency and substantive quality.

After all, correct information that is made available on time is and remains of vital importance for the primary tasks of Rijkswaterstaat in general and its statutory tasks and operational tasks in particular.

For further information about the contract, for the sake of brevity, you are referred to Appendix K (Requirement specifications) including any Appendix(es).

#### 2.1.4 The works

In broad terms, the contractor must perform the following tasks.

*specialist consultancy services in the field of research, simulations, the gathering of data, data analysis and reporting of data on shipping safety, at the broader level of the North Sea and/or area-specific level, with a view to gaining insight into the development of risks and possible measures, thereby enabling the Ministry of Infrastructure and Water Management and Rijkswaterstaat (as manager) to focus more specifically and more effectively on the shipping traffic safety approach, at both policy level and in implementation.*

The works will extend until 2024, and if the option for extension is invoked, from the start of 2025 onwards, to include:

1. preparation and implementation of at least 8 simulations, according to the documents enclosed with the tender documents, including at least 8 Detail reports;

2. in the event of extension, the further preparation and implementation of at least 2 simulations, including at least 2 Detail reports;
3. the compilation of at least 1 and if the extension is invoked not more than 2 definitive reports about the implemented simulations;
4. at least 1 short report on Testing the technical viability of the simulation descriptions and methodological approach, and the human factor monitoring approach;
5. at least 8, and if the option to extend is invoked, 2 additional short Implementation plans for each simulation run;
6. at least 8, and if the option to extend is invoked, 2 additional short Implementation plans for Human factor observations for each simulation run;
7. at least 2 presentations about the research conducted of the minimum number of 8 simulation runs;
8. at least 1, and if the extension is invoked, not more than 2 Summaries concerning the results of the research questions (English / Dutch);
9. additional tasks arising from the contract and as laid down in Appendix I Statement of Rates and prices;
10. harmonisation of the Services including advice on and assessment of whether the works have been sufficiently harmonised;
11. reflecting and advising on and wherever possible application of the form of the reports.

*Basic requirements related to implementation*

In order to correctly implement the contract, the tenderer must at least satisfy the eligibility requirements as appearing in 3.2 of these Tender Guidelines and must demonstrate thorough knowledge of the following:

- 1) the provision of services for the implementation of simulations in the field of offshore shipping at sea
- 2) the provision of services relating to human factor observations, analysis and reporting
- 3) data analysis and reporting in relation to observations comparable with this contract and/or by conducting comparable observations

During the implementation of the contract, it is not permitted to deploy less capable personnel than proposed in the tender. For that reason, a provision (1.7) with that objective has been included in the (draft) contract.

If specific tasks involving the processing of data from measurements, and depending on the individual case, analysis and/or reporting tasks are performed by the people as intended in section 1.5 with a distance to the labour market, in accordance with section 1.5, these tasks will be expected to be carried out at least at senior secondary vocational education (MBO) level.

The implementation of the tasks may eventually be dependent on data, information and processes from Rijkswaterstaat's organisational units such as the ROOs<sup>10</sup> and on specific situations related to the specifications, lead times and scope as laid down in the Requirement specifications (Appendix K) and the Statement of Rates and prices (Appendix I).

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<sup>10</sup> ROOs are the Regional Organisation Units of Rijkswaterstaat

The tenderer must also take into account the possible external publication obligations of the Awarding Party. The (draft) agreement contains a number of further provisions providing for that obligation.

During the implementation of the contract, the Contractor is required at all times to comply with the guidelines and measures for preventing conflict of interest (section 3.6). An interest protection plan submitted on the contractor's own initiative with the tender is permitted and may satisfy the wish of the parties to sufficiently separate Personnel or information.

#### *Option(s)*

The contract includes an option to extend by two (2) additional simulations. The choice by the Awarding Party to include this extension option is inherent in the nature of the work and for now is limited to these 2 additional simulations. Furthermore, based on experience and standard practice, during the implementation of the work, delays may arise with an exogenous cause<sup>11</sup>, such as the late provision of data or a political or administrative decision, the consequence of which is that the planning timetable may shift in such a way that the possibility cannot be excluded that the implementation of the work will involve a longer lead time. The entire cyclic reporting process may be subject to dependencies which given the exogenous cause can also not be attributed to the Contractor. The fact that the nature of the work includes dependencies and consequently inherent delays has caused the Awarding Party to include an option for extension, which does not however mean that such delays will result in any changes to the scope of the contract. The scope, elements and/or products will after all remain the same; only the lead time will be extended.

An option to extend can also be invoked for the following reasons.

1. Continuity of the works, which in the judgement of the Awarding Party is possible within the applicable budgetary framework and any actually unchanged external market conditions; or
2. Delays in the supply of data or the processing of information in the processes of Rijkswaterstaat, not attributable to the Contractor; or
3. One or more other exogenous causes or comparable circumstances which mean that despite all due care taken by him, the Contractor is unable to hand over the result within the contractually agreed lead time.

#### *Quality system*

All works according to the concluded Agreement must then be performed in the most integrated, managed, explicit and transparent manner possible, on the basis of a project management system.

The project management system, including its underlying processes, must be based on:

- a) a quality management system which - or in the case of a consortium of multiple businesses, possibly multiple quality management systems - is/are certified by a duly accredited certification body on the basis of the current version of the NEN-EN 9001 standard, or equivalent; or
- b) a quality management system which in the judgement of the contracting party is appropriate to the nature of the work, and is structured according to the Plan-Do-Check-Act cycle in which:

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<sup>11</sup> A circumstance attributable to the Awarding Party or an occurrence caused by the Awarding Party, or any other cause beyond the fault of the Contractor which leads or has already led to a delay. This should not be taken to mean causes, occurrences or circumstances in the way of the Contractor.

- a. a description is given of the way in which the imposed requirements will be satisfied in the provision of the Services (Plan);
- b. the Services are provided according to the drawn-up plan in which the requirements imposed are satisfied (Do);
- c. the quality of the Services provided is demonstrably assessed for compliance with the requirements imposed (Check);
- d. in the event of failure to comply with the requirements imposed, appropriate measures are taken aimed at recovering and preventing the observed non-conformities (Act).

#### *Information security and open standards*

This contract is subject to the national policy on information security and open standards with as its underlying objectives promoting information security, interoperability and increasing supplier independence.

Refer to the website of the Standardisation Forum ([www.forumstandaardisatie.nl](http://www.forumstandaardisatie.nl)).

According to the decision tree on this website

<https://www.forumstandaardisatie.nl/beslisboom/beslisboom-open-standaarden>, the following open standards are mandatory:

1. Odf v1.2
2. Pdf/A-1, Pdf/A-2, Pdf 1.7, Pdf/UA
3. NEN-EN-ISO/IEC27002
4. Digi
5. OWMS
6. Digi-accessible (EN301549 with WCAG 2.1)
7. Geo standards

If the Services or products to be delivered are not subject to one of these open standards, that open standard should be dropped. If an open standard is not listed here which (also on the basis of the Decision Tree and the National policy on open standards) is nonetheless required for the Services or products to be delivered, then that open standard will naturally apply.

If the tenderer offers an 'equivalent' standard, the tenderer must demonstrate that this alternative satisfies the criteria operated and published by the Standardisation Forum for inclusion on the 'Comply or explain' list, so that interoperability and supplier independence are sufficiently safeguarded for the Awarding Party.

For a complete list of the mandatory open standards, refer to

<https://www.forumstandaardisatie.nl/open-standaarden/verplicht>

## 2.2 Type of contract

The contracting party intends to award the contract in the form of a service agreement, subject to the conditions of the ARVODI 2018 (General Government Purchasing Conditions for public service contracts 2018) which were made available with the announcement of the call for tender (via TenderNed).

The scale and scope of the contract and the conditions according to which the contract must be implemented appear in the draft agreement, the requirement specifications, the appendices to the requirement specifications and the other contract documents.

## 2.3 Planning timetable

The following indicative planning timetable applies to the tender procedure.

Activity	Date
Sending of announcement by publication on <a href="http://www.tenderned.nl">www.tenderned.nl</a>	15 April 2024
Tendering phase	
1 <sup>st</sup> round of questions (no later than)	24 April 2024
Announcement 1st Summary of Additional Information and Changes	26 April 2024
2 <sup>nd</sup> round of questions (no later than)	3 May 2024
Announcement of 2 <sup>nd</sup> Summary of Additional Information and Changes (no later than)	6 May 2024
Deadline for receipt of tenders	27 May 2024
Assessment phase	
Opening of digital safe in TenderNed with tenders	27 May 2024
Circulation of the award decision	10 June 2024
Closing date for legal protection term	1 July 2024
Sending of contract	8 July 2024

No rights may be derived from the above planning timetable. The planning timetable on TenderNed will prevail. The contracting party reserves the right to change the planning timetable.

### 3 Grounds for Exclusion and Eligibility Requirements

#### 3.1 Grounds for Exclusion

1. A business owner who finds himself in one or more of the situations referred to in Sections 2.13.1 through to 2.13.5 or 2.13.7 of the Public Procurement Act 2016 is excluded from participation in the tender procedure, without prejudice to the Provisions in Section 2.13.12 of the Public Procurement Act 2016.  
If the tender is submitted by a joint venture of business owners (consortium), as a general partnership or otherwise, the joint venture will be excluded from participation in the tender procedure, if one or more of the business owners find themselves in one or more of these situations.
2. If it emerges that another natural person or legal entity, on whom the business owner relies to comply with the eligibility requirements, finds himself/itself in one or more of the situations referred to in Sections 2.13.1 through to 2.13.5 or 2.13.7 of the Public Procurement Act 2016, this other natural person or legal entity will not be accepted by the contracting party.
3. The contracting party will demand the documents referred to in Sections 2.13.6 and 2.13.9 respectively of the Public Procurement Act 2016 as evidence..  
The evidence must be submitted within two working days following a relevant request from the contracting party, via TenderNed, 'Berichten' ('Messages') or by email (by way of exception) in the case of foreign businesses.
4. If the contracting party has indications that a business owner finds himself in one or more of the situations referred to in Section 2.13.1 through to 2.13.5 or 2.13.7 of the Public Procurement Act 2016, but the contracting party does not have sufficient information available to motivate the exclusion of that business owner from participation or further involvement, the contracting party may request advice from the National Public Administration Probity Screening (Bureau BIBOB] (see Section 8 of the Public Administration (Probity Screening) Act (Wet BIBOB)). The business owner with regard to whom advice has been requested will be notified of the contents of that advice by the contracting party via TenderNed 'Berichten' ('Messages') or by email (by way of exception) in the case of foreign businesses.  
The provisions in this subsection apply *mutatis mutandis* to business owners in a joint venture of business owners (consortium) or other natural persons or legal entities referred to in subsection 2.

#### 3.2 Eligibility requirements

1. Without prejudice to the provisions in sections 3.1 and 3.6, only business owners who at the discretion of the contracting party comply with each of the eligibility requirements set out in this section will qualify for the contract .
2. No eligibility requirements for financial and economic competence are stipulated.
3. The following eligibility requirements are stipulated with regard to technical competence:
  - a. During the period of three (3) years prior to the closing date for receipt of the tender, the business owner has implemented at least one contract relating to simulations in the field of sea shipping, and reporting on those stimulations, with an agreed amount (contract price) or invoiced amount equal to or larger than 20,000 euros (excluding turnover tax), in the course

of which the business owner bore final responsibility towards the Awarding party for implementation of the contract.

The contract was implemented in an expert and regular manner and the contract was handed over within the agreed term (including any granted postponement of completion) or an equivalent action took place. During the period of three (3) years prior to the closing date for receipt of the tender, the business owner implemented at least one (1) contract in which knowledge was acquired of:

- (1) the provision of services relating to human factor observations, analysis and reporting;
  - (2) data analysis and reporting relating to observations comparable with this contract and/or by conducting comparable observations
4. The competences referred to in subsection 3a and b may each be demonstrated in a separate reference or together in one or multiple reference contracts.
  5. If of its own volition, in addition to the reference contracts, the tenderer has also submitted non-compulsory proof personal qualifications (including CVs), these shall not serve to support or replace the reference contracts. Only the reference contracts may serve for each tenderer as evidence of compliance with the eligibility requirements imposed. Pursuant to the General Data Protection Regulation (GDPR) (EU) 2016/679, the (non obligatory) CVs may not be included in their entirety in any action plan, but must be submitted in separate files, to enable simple destruction (following the tender).

### 3.3 Ascribing technical competence

A business owner can ascribe technical competence to himself only if the business owner has indeed carried out the work on which the technical competence is based.

### 3.4 Evidence relating to the eligibility requirements

Within two working days of having received a relevant request, the business owner will use TenderNed, 'Berichten' ('Messages') to provide evidence to the contracting party, which shows that the data relating to the reference contract or contracts according to which the business owner intends to satisfy the eligibility requirements, are shown correctly. To that end, the business owner can use declarations and/or audit certificates from the awarding party. The contracting party is entitled to enquire with the awarding party in question, or to demand access to the contract documents of the reference contract or contracts in question.

In order to demonstrate that the eligibility requirements have been satisfied, the ascribing of technical competence on the basis of the reference contracts or contract or work implemented by other business owners (in a joint venture of business owners (consortium)) or by independent auxiliary persons (subcontractors, suppliers, etc.) is possible only in accordance with the provisions in section 3.5.

### 3.5 Appeal to another natural person or legal entity

1. In order to comply with the eligibility requirements, a business owner may appeal to the technical competence of other natural persons or legal entities. In that case the business owner must:

- a. prove to the contracting party that he is indeed able to irrevocably use the resources of those other natural persons or legal entities for the implementation of the contract;
  - b. actually and irrevocably deploy those other natural persons or legal entities for the implementation of the contract, in as much as it relates to elements relating to the technical competence. If the contract is awarded to the business owner, he is obliged to undertake this deployment.
2. Within two working days of having received a relevant request, the business owner will use TenderNed, 'Berichten' ('Messages') or email (by way of exception) in the case of foreign businesses, to provide evidence to the contracting party, which shows that the business owner can actually and irrevocably make use of the resources of those other natural persons or legal entities required for the implementation of the contract, as well as, if applicable, evidence that demonstrates that the other natural persons or legal entities can actually and irrevocably be deployed for implementation of the contract. Among other things, evidence may include an appropriately concluded (subcontracting) agreement or an appropriate declaration drawn up, dated and duly signed by the business owner and the other natural person or legal entity, such at the discretion of the contracting party.

### 3.6 Prior knowledge and conflict of interest

1. The guidelines of Rijkswaterstaat for the prevention of prior knowledge and conflicts of interest, as contained in the memorandum entitled 'Separating interests, Policy against conflict of interest during tendering' dated 14 September 2007 (see [www.rws.nl/scheidingvanbelang](http://www.rws.nl/scheidingvanbelang)), shall apply in full to this tender procedure.
2. Every business owner or other natural person or legal entity on whom the business owner relies in order to satisfy the eligibility requirements, must indicate in Appendix B 'Supplementary declaration' whether there has been involvement in preparing the contract and whether there are conflicting interests which could have a negative impact on implementation of the contract. If there has been involvement in the preparations for the contract, prior knowledge and/or a conflict of interest are assumed to exist.
3. The contracting party will give the business owner the opportunity, at the discretion of the contracting party, to refute the suspicions referred to in subsection 2 and to demonstrate that fair competition has not been harmed by (prior) involvement. A business owner may be excluded from participation in the tender procedure if the suspicion referred to in subsection 2 cannot be refuted or if there are conflicting interests which could have a negative impact on implementation of the contract.

## 4 Tendering phase

### 4.1 Description of procedure for the tendering phase

The tendering phase comprises two (2) periods for information and one (1) period for tendering. Until the closing date of each round of questions, business owners then have the option to request further information. Following each round of questions, a Summary of Additional Information and Changes will be drawn up and subsequently sent to the potential tenderers via TenderNed, or (by way of exception) in the case of foreign businesses by email.

Following the second and final Summary of Additional Information and Changes, the business owners may prepare their tender.

The business owners will then submit their tender.

### 4.2 Further information

#### 4.2.1 *Further information as intended in Section 2.22 of the ARW 2016*

Further information about these Tender Guidelines, the contract documents and the other tender documents may be requested during the two (2) information rounds (at the latest up to 3 May 2024) via TenderNed, 'Vragen en antwoorden' ('Questions and answers'), or (by way of exception) in the event of foreign businesses by email to [WVL-aanbestedingsdocumenten@rws.nl](mailto:WVL-aanbestedingsdocumenten@rws.nl) stating the case number 31195825 MOSWOZ Simulations.

Questions in the first round may be requested at the latest up to 24 April 2024 via TenderNed, 'Vragen en antwoorden' ('Questions and answers'), or (by way of exception) in the case of foreign businesses by email as specified in the first sentence.

Second round questions may be submitted at the latest up to 3 May 2024 via TenderNed or (by way of exception) in the case of foreign businesses by email as specified.

Questions must be clearly and succinctly formulated, with a reference to the element of the tender documents to which the question relates. Questions will be answered as soon as possible by the contracting party via 'Vragen en antwoorden' ('Questions and answers') on TenderNed, or (by way of exception) in the case of foreign businesses by email as specified.

Questions posed via TenderNed and the answers to those questions are recorded in a Summary of Additional Information and Changes by the contracting party, after the closing date for information. This Summary (of Additional Information and Changes) will be published on TenderNed or (by way of exception) in the case of foreign businesses by email as specified.

#### 4.2.2 *Further information as intended in Section 2.23 of the ARW 2016*

A business owner who intends to submit a tender may submit requests for further information as intended in Section 2.23 of the Public Procurement Act 2016.

A request for information of this kind may be submitted via TenderNed, 'Vragen en antwoorden' ('Questions and answers') or in the case of foreign businesses by email as described in section 4.2.1 (first sentence). In TenderNed (or in the case of foreign businesses by email as described in section 4.2.1), a request must be submitted to deal with the question individually and the justified economic interest must be motivated in the question. Information of this kind will only be issued in the period between 15 April 2024 and 22 April 2024.

In addition, a business owner who intends to submit a tender may on one occasion request a meeting concerning the further information in question. A request of this kind must have been submitted at the latest by 19 April 2024 at 12.00 hours via TenderNed 'Berichten' ('Messages') (or by way of exception in the case of foreign businesses by email as described in section 4.2.1). Together with this request, the following must be specified:

- the questions the business owner wishes to pose;
- why there is a justified economic interest in respect of those questions.

If the request is honoured by the contracting party, in consultation with the business owner in question, a date and time for a meeting will be set, within the period between 22 April 2024 and 23 April 2024.

If the contracting party judges that there is no justified economic interest, the business owner will be given the opportunity to withdraw his request for further information without the requested information being issued, or to resubmit his request for further information but then as a request for further information as intended in Section 2.22 of the Public Procurement Act 2016.

The contracting party will draw up an official report of the questions posed by the business owner during the meeting and the answers provided by the contracting party. The business owner will receive the official report via TenderNed, 'Berichten' ('Messages') (or by way of exception in the case of foreign businesses by email as described in section 4.2.1).

## 4.3 Tender

### 4.3.1 *Submitting a tender*

1. The documents to be issued with the tender must be drawn up in Dutch or English if the tender is submitted by one or more foreign businesses.
2. A tender must be submitted digitally via TenderNed. (By way of exception if forced by necessity or by an unforeseen event beyond their control), foreign businesses may submit the tender in writing and with handwritten signature on Appendix A, B, C, E, H, and J and subsequently submitted in pdf format to the email address [WVL-aanbestedingsdocumenten@rws.nl](mailto:WVL-aanbestedingsdocumenten@rws.nl) stating case number 31195825.

The remaining documents including Appendix D, Appendix I, 2, and 3 of the Data Processing Agreement and the Action plan require no signature and must be submitted in the manner specified (in the first sentence of this section 2). If a subcontractor is insourced in order to satisfy the eligibility requirements, in respect of which the documents are submitted with a handwritten signature (Appendix C Model submission form and

Appendix J Declaration by subcontractor), Appendix C and J do require a signature.

3. The tender must have been submitted at the latest on 27 May 2024 at 10.00 hours, whereby the clock at TenderNed shall be decisive. At that time, the tender term ends and TenderNed's digital safe is closed. The specified date and time are absolute deadlines for receipt of tenders. In the case of submission of digital and written documents by foreign businesses by email in accordance with section 2, the same date and time shall apply.
4. All other documents to be submitted with the tender must also be drawn up in digital format (for example pdf format).
5. The documents that must be submitted with the tender must be signed by an authorised representative of the tenderer.
6. The documents that must be signed must in pdf format bear a qualified electronic signature in accordance with Regulation (EU) no. 910/2014 of the European Parliament and the Council of 23 July 2014.<sup>12</sup> If a specific digital pdf format (for example the European Single Procurement Document) cannot be directly signed in this way, a digital pdf copy of the pdf form must be produced, and the digital pdf copy must be signed in the manner described above. This requirement for electronic signature does not apply to one or more foreign businesses which are forced by necessity or by an unforeseen event beyond their control, to register by submitting a tender independently or jointly, with or without a subcontractor, by email, with handwritten signature.
7. Documents that are submitted by other natural persons or legal entities on whom the tenderer relies (*in accordance with 3.5*), instead of a qualified electronic signature in accordance with Regulation (EU) no. 910/2014 of the European Parliament and the Council of 23 July 2014 may also bear a handwritten signature. In that case, the tenderer must include with his submission a scan in pdf format of the original document bearing a declaration in accordance with Appendix C 'Model submission form for documents from third parties submitted with a handwritten signature'. The tenderer must also send the original document with handwritten signature as quickly as possible following his tender, stating case number 31195825, to:  
Rijkswaterstaat Department of Water, Traffic and the Environment  
Attn. Procurement department  
Correspondence address: P.O. Box 2232 3500 GE UTRECHT  
This requirement does not apply to one or more foreign businesses which (by way of exception are forced by necessity or by an unforeseen event beyond their control), to register by submitting a tender independently or jointly (with or without a subcontractor), by email, with handwritten signature.

#### 4.3.2 *Tenderer variants*

Submitting tenderer variants is not permitted.

#### 4.3.3 *Authority to submit a tender*

1. The tender must be submitted by an appropriately authorised representative of the tenderer.

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<sup>12</sup> Electronic signatures that meet this standard include: PKIOverheid, EU Qualified, or other STORK IV signatures, but also advanced electronic signatures produced using a qualified means for the creation of electronic signatures, based on a qualified certificate for electronic signatures as described in Regulation (EU) no. 910/2014 of the European Parliament and the Council of 23 July 2014

2. Within two working days following a due request received from the contracting party via TenderNed 'Berichten', ('Messages') or in the case of foreign businesses by email as further described in section 4.3.1(2), the tenderer must issue a (copy of) an extract from the register of the Chamber of Commerce, indicating who is authorised to sign the tender on behalf of the business owner. If the tender is signed by a person other than the person listed in the register, (a certified copy of) the appropriately required authorisation must also be submitted.
3. If the tender is submitted by a joint venture of business owners (consortium), as a general partnership or otherwise, the documents referred to in subsection 2 must be submitted by each individual business owner.
4. If the tenderer is not established in the Netherlands, extracts and/or documents must be submitted that demonstrate the authorisation, in accordance with the statutory provisions as they apply in the country of establishment.
5. If it emerges that the tender was submitted by a person who was not authorised to do so at the time the tender was submitted, the tender is deemed not to have been submitted.

#### 4.3.4 *Tender by a joint venture of business owners (consortium)*

1. Tender by a joint venture of business owners (consortium) is permitted. Following awarding, the contracting party shall not attach particular requirements to the legal form of the joint venture of business owners (consortium).
2. If the contracting party suspects that the number of businesses in a joint venture of business owners (consortium) is disproportionately large, with a view to the Competitive Trading Act, the contracting party will report the matter to the Netherlands Authority for Consumers & Markets.
3. In addition to the provisions in Section 2.26.2 of the Public Procurement Act 2016, it is stipulated that a business owner in a joint venture of business owners (consortium) who participates in the execution of the contract for less than 10% of the tender price, is jointly and severally liable for fulfilling all obligations ensuing from the agreement, but for no more than 10% of the tender price.
4. The provisions in subsection 3 only apply if the participation of a business owner in the tender for less than 10% is clearly mentioned on the tender form and this participation is specified and demonstrated, when asked by the contracting party.

#### 4.4 Documents to be submitted with the tender

##### 4.4.1 *General*

1. The tender must be submitted using Appendix E 'Tender form' or a form drawn up entirely in compliance with that form. If the tender form is not signed in accordance with section 4.3.1, the tender shall be invalid.
2. Together with his tender the tenderer must enclose two declarations:
  - a. the European Single Procurement Document (ESPD)<sup>13</sup> in the case of one more foreign businesses) and
  - b. a Supplementary declaration,

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<sup>13</sup> European Single Procurement Document

in accordance with the models enclosed as Appendix A and Appendix B respectively. The tenderer must record his Chamber of Commerce number and branch number on the European Single Procurement Document (ESPD) under Part II A, Identification.

The declarations shall be regarded as declarations within the meaning of Section 2.21 of the Public Procurement Act 2016.

If a tender is submitted by a joint venture of business owners (consortium), as a general partnership, each individual business owner must enclose a completed declaration.

3. With his tender, the tenderer must enclose a fully completed form in accordance with Appendix D 'Details about technical competence', with an overview that demonstrates which reference contracts the tenderer intends to use to comply with the eligibility requirements and the details about those reference contracts. For each eligibility requirement, only one reference contract can be submitted. A reference contract can be used for multiple eligibility requirements.
4. The tenderer must include Appendices 2 and 3 of the (draft) Data Processing Agreement with his tender, as specified in Section 6.3.
5. If the tenderer, in order to comply with the eligibility requirements referred to in section 3.2, relies on the financial and economic capacity and/or technical competence of other natural persons or legal entities, the tenderer has to indicate this in the European Single Procurement Document (ESPD). Furthermore, the tenderer must enclose the following documents with his tender:
  - a. for every other natural person or legal entity, a European Single Procurement Document attached as Appendix A whereby part II of sections A and B are filled in, and part III is complete, and the Supplementary declaration which is attached as Appendix B. Every other natural person or legal entity must specify the Chamber of Commerce and branch number on the European Single Procurement Document under Part II A, Identification;
  - b. a declaration drawn up, dated and signed in accordance with section 4.3.1 from every other natural person or legal entity, in which this person or entity declares towards the contracting party that the tenderer has the resources required for the execution of the contract; and
  - c. in relation to the technical competence, a declaration drawn up, dated and signed in accordance with section 4.3.1 from every other natural person or legal entity, in which this person or entity declares towards the contracting party that they will execute the relevant component of the contract.
6. De inschrijver dient bij zijn inschrijving een verklaring conform bijlage H "Verklaring inzake de verplichtingen op het gebied van milieu-, sociaal en arbeidsrecht" bij te voegen waarin hij aangeeft dat hij bij het opstellen van zijn inschrijving rekening heeft gehouden met de verplichtingen op het gebied van het milieu-, sociaal en arbeidsrecht uit hoofde van het recht van de Europese Unie, het nationale recht, collectieve arbeidsovereenkomsten en uit hoofde van de in bijlage X van richtlijn 2014/24/EU vermelde bepalingen van internationaal milieu-, sociaal en arbeidsrecht. Indien inschrijving geschiedt door een samenwerkingsverband van ondernemers (combinatie), al dan niet als vennootschap onder firma, dient deze verklaring door iedere ondernemer te worden bijgevoegd.
7. De inschrijver dient bij zijn inschrijving een verklaring conform bijlage N "Verklaring internationale sociale voorwaarden" bij te voegen waarin hij aangeeft dat hij bij het opstellen van zijn inschrijving rekening heeft gehouden

met één of meer van de vermelde regimes ten aanzien van internationale sociale voorwaarden.

8. With the exception of the tender form, for shortcomings in submitting the documents as intended in this section, the contracting party may offer an opportunity for correction. In that case, the contracting party will specify the term within which the shortcoming must have been corrected.

#### 4.4.2 *Price document to be submitted with the tender*

1. For information purposes for the contracting party, together with his tender, the tenderer must submit a specification of the tender amount (tender amount) in accordance with the form attached as Appendix I 'Statement of Rates and prices'.
2. The amounts to be included in the Statement of Rates and prices must be realistic and in reasonable proportion to the nature and scope of the works to be performed.
3. The sum of the total fixed price and any variable costs included in the Statement of Rates and prices shall be the tender price.
4. After a payment has been made for a fixed quantity of product, an additional (variable) quantity can be issued in the contract at a (fixed) price per product as specified in the Statement of Rates and prices.
5. For shortcomings in the submission of the Statement of Rates and prices, the contracting party may offer an opportunity for correction. In that case, the contracting party will specify the term within which the shortcoming must have been corrected.
6. For the sake of clarity, the rate and the hours for social placement must be separately specified in the Action Plan. The total costs for such placement must also be included in columns L and Q for the relevant items in Appendix I Statement of Rates and prices.

#### 4.4.3 *Qualitative documents to be submitted with the tender*

With his tender the tenderer must submit an Action Plan. The Action Plan must consider the criteria according to Appendix G EMVI-BVfM Table, as attached to the tender documents.

The qualitative section of the tender contains everything which is necessary to arrive at a qualitative assessment of the award criteria for determining the tender that offers the Best Value for Money (BVfM)<sup>14</sup>, with a maximum of 20 pages in A4 format (including appendices but excluding cover page, introduction, table of contents and tab pages), in which use is made of a Verdana (or equivalent) font, 9 pt, minimum line separation of 12 pt and with margins of at least 2.5 cm at the top and bottom and 3 cm to the left and right. For the efficiency and quality of the assessment process, the structure of the qualitative documents must match the Table Best Value for Money (BVfM) criteria from Appendix G 'Elaboration of BVfM criteria for the best value for money'.

The abovementioned award criteria must for that reason be elaborated in the abovementioned Action Plan to be submitted with the tender. The Action Plan must

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<sup>14</sup> Beste Value for Money (BVfM)

also be viewed in relation to the requirements laid down in Appendix K Requirement specifications.

The tenderer is also free, together with the tender and/or the Action Plan, to provide a rough indication of the extent to which aspects relating to social return can be satisfied, and what contribution the contract can make to social return (taking account of section 1.5).

The tenderer must take account of the fact that the tender documents that do not belong with this section are intended for the tender committee as referred to in section 4.5. As soon as these tender documents have been checked by the tender committee, the qualitative documents will be passed on to the tender committee for assessment, according to this section (together with documents such as a quality system certificate).

#### 4.5 Opening of the tenders

1. The tenders will be opened on 27 May 2024 at around 10.15 by a tender committee appointed by the contracting party. The tender committee will then open the digital safe in TenderNed, or the documents submitted by email by foreign businesses (by way of exception if forced by necessity or due to an unforeseen event beyond their control).
2. No-one else may be present during the opening of the tenders, apart from the members of the tender committee referred to in subsection 1.
3. Based on the tender forms, the tender committee confirms:
  - a. the number of tenders submitted;
  - b. the identities of the parties submitting the tenders.
4. The tender committee will verify whether the required documents have been submitted in TenderNed or by email.
5. The tender committee will issue no judgement about the validity or non-validity of the tenders; this is reserved to the contracting party.
6. The official report of the tender opening is drawn up by the tender committee and signed by the members of that committee. The official report will be sent to all tenderers via TenderNed 'Berichten' ('Messages') or by email in the case of foreign businesses.

#### 4.6 Validity

The tenderer must declare his tender valid up to and including 1 September 2024.

## 5 Assessment phase and award decision

### 5.1 General

1. The assessment of the tenders and the eventual awarding of the contract shall take place on the basis of the award criterion 'Economically Most Advantageous Tender with the Best Value for Money' (BVfM), in accordance with the assessment procedure as described in section 5.2.
2. If two or more tenders have an equal and lowest fictitious tender price, the tender with the highest total quality value shall be the tender with the best value for money (BVfM) of the two. If in that case the total quality value is also equal, the tenderers in question will be invited to a competition procedure with negotiation.
3. If only one tenderer has responded to the tender procedure, the awarding party will reserve the right to award this Contract to this tenderer.
4. If no tenders have been submitted, the awarding party reserves the right to still invite not more than three candidates of its own choice who in recent years have submitted legally valid tenders for tender procedures, to participate in a negotiation procedure. Following a short information round, these tenderers will be asked within a term of not more than twenty-one (21) calendar days to submit a tender.  
If it emerges from this procedure that there is no interest or if negotiations should prove fruitless, the awarding party shall be free, without prior notice, to place the award with another candidate who may or may not have submitted a tender. An announcement of this awarded order will subsequently be placed on TenderNed.

### 5.2 Award Criteria

1. The contract will be awarded to the tenderer submitting the tender with the Best Value for Money, on condition the tender must not be excluded from contract awarding.
2. In assessing which tenderer has submitted the tender with the Best Value for Money, the criteria as specified in the also supplied 'Table BVfM criteria' (in pdf format) as part of Appendix G 'Elaboration of BVfM criteria for the best value for money' will apply. The elaboration of these criteria is reproduced in 'Table BVfM criteria' in that Appendix G.  
For each sub criterion, the Table specifies the maximum awardable quality value. The result of the calculation on the spreadsheet is the 'Fictitious tender price'. This is obtained by deducting from the tender price<sup>15</sup> the 'Total quality value'. The tender which on the basis of this spreadsheet has the lowest fictitious tender price shall be the tender with the Best Value for Money (BVfM).
3. The assessment of the information submitted with the tender with regard to the quality criteria set out in section 4.4.3 shall take place by means of 'direct assessment'. The assessment will be carried out by an assessment team composed of appropriately expert assessors.

<sup>15</sup> The tender price consists of the sum of the amounts over the term of the contract (with the term for the variable component or an option for extension). The total sum appears in the tab page Total of Appendix I Statement of Rates and prices as 'Total tender price' (fixed and variable) excluding VAT.

### 5.3 Abnormally low tender

In connection with the provisions in Section 2.34 of the Public Procurement Act 2016, a suspicion of an abnormally low tender is justified if:

1. at least five tenders have been received, and
2. the tender price is more than 50% lower than the average of all other tender prices, and
3. the tender price is more than 20% lower than the next tender price.

### 5.4 Award Decision

1. After the assessment of tenders has been completed, the contracting party will send the award decision to the tenderers. The tenderer who has submitted the tender with the Best Value for Money and who must not be excluded from the contract, shall thereby be appointed as the tenderer eligible for the contract.
2. With the award decision, confidential commercial information will not be shared with third parties, unless this is required due to statutory regulations and taking account of the provisions below.

No objection is possible against the award decision on the ground that the tender prices designated by other tenderers as confidential were not listed in the award decision, unless relating to the tender price of the winner, and if the contracting party was reasonably able to assume that the interest of healthy market action is not served if a tender price not submitted as commercially confidential is made public.

## 6 Awarding of the contract

### 6.1 Furnishing a bank guarantee

No bank guarantee is required for the contract.

### 6.2 Awarding the contract

The awarding party will in principle only award the contract after the suspension period of at least 20 calendar days has expired. For the meaning of the suspension period, refer to 7.3.

### 6.3 General Data Protection Regulation

1. With the Contract, the personal data (of identified or identifiable natural persons) must be processed as intended in the GDPR (of 27 April 2016, no. 2016/679). With this application, the purpose and means of processing of the personal data are specified together with the processing period. Amendments to the enclosed (draft) Data Processing Agreement are subject to prior approval by the awarding party.
2. It is possible to specify in the tender whether the data in Appendix 1 to the (draft) Data Processing Agreement must be adjusted. In general, this adjustment will be taken up by the Awarding Party. In addition, the other two appendices (2 and 3) must be completed and separately submitted together with the tender. The completed appendices will be added to the Data Processing Agreement.
3. Personal data of Personnel submitted with the tender (such as in CVs) will be stored no longer than necessary or legally required for the purpose for which they are processed and in principle up to a maximum of two years following completion, unless those data must be stored for longer with a view to archiving in the public interest. These personal data must be issued in one or more separate digital files together with the tender, so that such files can be more simply removed from systems. The submission of personal data of Personnel is not required with the tender unless expressly requested.

## 7 Other provisions

### 7.1 Drawing of lots

The tender procedure is not subject to the drawing of lots among the tenders, if with their fictitious tender prices the tenders have ended equally or if, in accordance with 5.2, no solution has proved fruitful. In that case, a competition procedure will be held, with negotiation.

### 7.2 Interim halting or termination of the tender procedure

The contracting party is entitled to halt and/or terminate the tender procedure. This is possible among others in the following cases:

- a. if there is no actual competition;
- b. for political and/or policy reasons;
- c. in the event of changes to relevant legislation or regulations.

Candidates and/or tenderers may derive no rights to compensation whatsoever from such action.

### 7.3 Choice of forum, legal protection

1. In addition to the provisions in Section 2.40 of the Public Procurement Act 2016, it is stipulated that all disputes within the framework of this tender procedure must be brought before the (preliminary relief judge of the) District Court in The Hague. A dispute is deemed to have been submitted when a summons is issued in relation thereto.
2. In accordance with section 2.36 of the Public Procurement Act 2016, the Awarding Party will issue the award decision to the tenderer in writing, via TenderNed (or by email in the case of foreign businesses).
3. If a tenderer has objections to the decision, within the period of 20 calendar days specified in the Public Procurement Act 2016, after the date of sending of the notice of the award decision, the tenderer must have initiated interim relief proceedings against that decision. The proceedings are pending from the day of the summons (Section 125 of the Netherlands Code of Civil Procedure (Wetboek van Burgerlijke Rechtsvordering)).  
Said term is an expiry period. In other words, if a tenderer has not actually initiated preliminary proceedings within 20 calendar days following the date of sending of the notice of the award decision, the tenderer in question may not issue any further objection in interim relief proceedings with regard to that decision; the tenderer's rights of objection shall be forfeit. In that case, the contracting party is entitled to continue with the award decision.

### 7.4 Continued compliance

If at any moment during the course of the tender procedure it emerges that a candidate and/or natural person or legal entity on whose financial and economic capacity and/or technical competence the tenderer relies no longer satisfies the requirements in respect of eligibility, selection, grounds for exclusion, prior knowledge and/or conflict of interest, the contracting party may exclude said selected tenderer and/or natural person or legal entity on whose financial and

economic capacity and/or technical competence the tenderer relies from further participation in the tender procedure.

## 7.5 Withdrawing a tender

1. A tenderer who qualifies for the contract can request the contracting party to withdraw his tender, against payment of a lump-sum payment to the contracting party.
2. A withdrawal request must be made in writing.  
In his request, the tenderer must express his intention to withdraw his tender. He thereby gives detailed reasons for his withdrawal.  
The request must be signed by an appropriately authorised representative of the tenderer. The tenderer will enclose with the request evidence (extract from the commercial register, authorisation) proving the signatory's authority.
3. At the latest on the fifth working day following the date of sending of the award decision, the request must be placed in the possession of the contracting party via TenderNed 'Berichten' ('Messages') or via email in the case of foreign businesses.
4. When he withdraws his tender, the tenderer owes the contracting party a lump-sum payment, being half the difference between his fictitious tender price and the fictitious tender price of the tenderer who qualifies for the contract after him; all of this is done in accordance with the provisions in subsection 5.  
If no fictitious tender price is set within the framework of the tender procedure, the tenderer must pay the contracting party half the difference between his tender price and the tender price of the tenderer who qualifies for the contract after him; all of this is done in accordance with the provisions in subsection 5.
5. The contracting party may reduce the amount of the lump-sum payment.  
However, the tenderer cannot derive any rights from these powers of reduction. If an apparent error has been made in the tender, no lump-sum payment is charged, if so indicated by case law.  
In exceptional cases, the contracting party may increase the amount of the lump-sum payment to no more than the full difference referred to in subsection 4. Among other things, this depends on the reasons for the tender being withdrawn and/or lack of reasons and/or the extent of culpability of shortcomings or faults in the tender.
6. At the request of the tenderer and/or the contracting party, verbal discussions will take place about the reasons for the tenderer withdrawing his tender.
7. If the contracting party rejects the withdrawal request, it will notify the tenderer accordingly in writing. In that case, the tender has not been withdrawn.
8. If the contracting party accepts the withdrawal request, it will also determine the amount of the lump-sum payment. The contracting party will notify the tenderer accordingly in writing. In that notification, the contracting party explains how the lump-sum payment must be settled with the contracting party. The tenderer must then notify the contracting party in writing if he accepts the amount of the lump-sum payment within two working days of having received the contracting party's notification by email.  
If the tenderer does not accept the amount of the lump-sum payment, or if his written notification has not been received within the aforementioned two working days, the tender has not been withdrawn.  
If the tenderer does accept the amount of the lump-sum payment and notifies the contracting party accordingly in writing within the aforementioned term of two working days, the tender is withdrawn with effect from the moment the

contracting party has received the tenderer's notification. In that case, the tender is deemed not to have been submitted.

9. The contracting party is not obliged to return a withdrawn tender.
10. The tenderer must settle the lump-sum payment within 14 calendar days of having received the written notification from the contracting party, referred to in subsection 8. In the event of late payment, without further demand or notice of default, interest is due at the statutory commercial interest rate.

## Appendix A European Single Procurement Document

The European Single Procurement Document (ESPD) is supplied as a separate document in pdf format.

The European Single Procurement Document (ESPD) must be signed digitally in accordance with section 4.3.1, or in the case of one or more foreign businesses, with a handwritten signature.

## Appendix B Supplementary declaration

Name and address of the business:

.....

Chamber of Commerce registration number (registration number in the commercial register or an equivalent register in the country of establishment of the business):

Chamber of Commerce number: .....

Branch number: .....

Contact person at the business (name, email, telephone):

.....

### 1. QUESTIONS IN RESPECT OF PRIOR KNOWLEDGE AND CONFLICT OF INTEREST

- 1.1. Prior to this tender procedure, has the business performed works or services in preparation of the contract, or was the business in any other way directly or indirectly involved in the preparation of the contract?

Yes / no (delete as applicable)

If yes, describe the nature of the works or services in question, or the involvement.

.....  
.....  
.....

- 1.2. Are persons employed within the business who prior to this tender procedure performed works or services in preparation of the contract, or are persons employed within the business who were directly or indirectly involved in some other way in the preparation of the contract?

Yes / no (delete as applicable)

If yes, for each person state:

- a. the name and the position within the business;
- b. the nature of the works or services in question, or the involvement.

.....  
.....  
.....

1.3. In the framework of this tender procedure, does the business insource contractors who, prior to the tender procedure, have performed works or services in preparation of the contract, or were those subcontractors in any other way directly or indirectly involved in some other way in the preparation of the contract?

Yes / no (delete as applicable)

If yes, for each subcontractor state:

- a. the name and the address, the legal form and registration number in the commercial register (or an equivalent register in the country of establishment);
- b. the nature of the works or services in question, or the involvement.

.....  
.....  
.....

1.4. In the framework of this tender procedure, does the business insource consultants (both natural persons and legal entities) who, prior to the tender procedure, have performed works or services in preparation of the contract, or were those consultants in any other way directly or indirectly involved in some other way in the preparation of the contract?

Yes / no (delete as applicable)

If yes, for each consultant state:

- a. the name and the address, the legal form and registration number in the commercial register (or an equivalent register in the country of establishment);
- b. the nature of the works or services in question, or the involvement.

.....  
.....  
.....

1.5. Is the business associated with one or more other businesses and/or is the business part of a group, all within the meaning of section 2:24a, 2:24b and 2:24c of the Dutch Civil Code, or equivalent legal forms according to foreign law?

Yes / no (delete as applicable)

If yes, have one or more of the associated businesses or businesses within a group performed works or services in preparation of the contract prior to the tender procedure, or was one or more of those businesses in some other way directly or indirectly involved in the preparation of the contract?

Yes / no (delete as applicable)

If yes, for each company state:

- a. the name and the address, the legal form and registration number in the commercial register (or an equivalent register in the country of establishment);
- b. the nature of the works or services in question, or the involvement.

.....  
.....  
.....

2. QUESTIONS REGARDING THE ESTABLISHMENT OF THE CONSORTIUM UPON TENDER OR REGISTRATION BY A JOINT VENTURE OF BUSINESSES \*)

*\*) These questions only need to be answered if the tender or registration is carried out by a joint venture of businesses (a consortium) whether or not as a general partnership, or as a Special Purpose Vehicle (SPV).*

2.1. Indicate which factors mean that the business is unable to submit a tender for the contract individually.

.....  
.....  
.....

2.2. Indicate why the nature and scope of the joint venture (consortium) formed is necessary in relation to the scale and nature of the contract to be performed, given the meaning and capacity of each of the businesses/business owners in the consortium.

.....  
.....  
.....

2.3. Indicate which part or parts of the contract will be implemented by the business itself.

.....  
.....  
.....

3. QUESTION IN RESPECT OF CONFLICTING INTERESTS

3.1. Does the business have conflicting interests<sup>[1]</sup> that could have a negative impact on the implementation of the contract?

Yes / no (delete as applicable)

If yes, state the nature of the conflicting interests.

---

<sup>[1]</sup> Article 2.92a paragraph 3 Dutch Public Procurement Act

.....  
.....  
.....

4. QUESTIONS REGARDING THE EUROPEAN BAN ON AWARDING GOVERNMENT ORDERS TO RUSSIAN PARTIES

4.1. Is the business run for the account of a Russian national or a natural person, legal person, entity or body established in Russia?

Yes / no (delete as applicable)

4.2. Is the business a legal person, entity or body of which more than 50% of the ownership rights are held directly or indirectly by an entity as intended in question 4.1?

Yes / no (delete as applicable)

4.3. Is the business acting on behalf of or on the instructions of an entity as intended in question 4.1 or 4.2?

Yes / no (delete as applicable)

4.4. Does the business make use of a subcontractor, supplier or any other entity in which the performance of this party represents more than 10% of the value of the order, while for these parties one of the above questions 4.1 through to 4.3 must be answered with a 'yes'?

Yes / no (delete as applicable)

DECLARATION

The undersigned confirms that:

- the questions contained in this questionnaire have been answered fully and truthfully;
- that he has signed this completed questionnaire unconditionally and without any reservation; he is aware that the issuing of incorrect or incomplete information may be considered by the contracting service as a false declaration and that this can lead to unconditional exclusion for the remaining term of this tender procedure;
- no changes have been made to the text of this questionnaire;
- this questionnaire was signed by a duly authorised representative as demonstrated by the commercial register or an equivalent register of the country of establishment of the business.

Signature

The supplementary declaration must be signed digitally in accordance with section 4.3.1 or in the case of one or more foreign businesses with a handwritten signature in accordance with section 1.2 of the Tender Guidelines.

## Appendix C Model submission form for documents by other natural persons or legal entities on whom the candidate/tenderer relies, submitted with a handwritten signature

Name and address of the business (the candidate/tenderer):

.....

Chamber of Commerce registration number (registration number in the commercial register or an equivalent register in the country of establishment of the business):

Chamber of Commerce number: .....

Branch number: .....

Contact person at the business (name, email, telephone):

.....

for the case with case number 31195825 - instead of a version signed with a qualified electronic signature - hereby submits a scanned pdf version of one or more documents signed with a handwritten signature(s) from other natural persons or legal entities on whom the candidate/tenderer relies:

Name of other natural person or legal entity on whom the candidate/tenderer relies\*:

.....

Documents:

- ..... (document name)
- ..... (document name)

\* In the case of multiple other natural persons or legal entities on whom the candidate/tenderer relies, repeat this summary.

and declares that:

1. The attached scanned document(s) from other natural persons or legal entities on whom the candidate/tenderer relies has/have actually been signed by the legal person/entity specified in the document and is/are in the possession of the undersigned;
2. The undersigned will ensure that the original (originals) of the attached scanned document(s) from other natural persons or legal entities on whom the candidate/tenderer relies will be sent simultaneously (by post, courier or other express carrier) to the contracting party.

Signature

This declaration must be signed digitally in accordance with section 4.3.1 or in the case of one or more foreign businesses with a handwritten signature in accordance with section 1.2 of the Tender Guidelines.

## Appendix D Details about technical competence

In the table below, the business owner(s) indicate(s) which reference contract(s) comply(ies) with the eligibility requirements.

Reference to the eligibility requirement	Reference contract no.: To be completed by the company owner(s)/candidate(s)
Eligibility requirement	A maximum of 1 reference contract for each eligibility requirement
Section 3.2, subsection 3.a	...
Section 3.2, subsection 3.b1	...
Section 3.2, subsection 3.b2	...

1. The business owner(s) fill(s) in the following details for each reference contract. The table below must be repeated and completed as often as necessary.

REFERENCE CONTRACT NO.: ...	
Name of the business owner who executed the reference contract	...
Name of the reference contract	...
Name and address of the awarding party	...
Agreed amount (contract fee) (excluding turnover tax)	€ ...
Invoiced amount (excluding turnover tax)	€ ...
Date on which contract was awarded	...
Agreed execution term	...
Completion date	...
If the reference contract was executed by a joint venture of business owners (consortium)	
The names of the other participants in the joint venture of business owners (consortium)	...
The legal participation ratio	...
The percentage share of each participant in the joint venture of business owners (consortium)	...
An explanation of the required technical competence gained during this reference project (a maximum of 250 words)	
...	

## Appendix E Registration form

The tenderer(s) listed below:

(if the tender is submitted by a joint venture of business owners, whether or not as a general partnership, all tenderers in the joint venture must be entered. The following must be repeated and completed as often as necessary.

- |                                   |    |
|-----------------------------------|----|
| A) ...                            | 1) |
| with its registered office in ... | 2) |
| Chamber of Commerce no.: ...      | 3) |
| Branch no.: ...                   | 4) |
| B) ...                            | 1) |
| with its registered office in ... | 2) |
| Chamber of Commerce no.: ...      | 3) |
| Branch no.: ...                   | 4) |
| C) ...                            | 1) |
| with its registered office in ... | 2) |
| Chamber of Commerce no.: ...      | 3) |
| Branch no.: ...                   | 4) |
| D) ...                            | 1) |
| with its registered office in ... | 2) |
| Chamber of Commerce no.: ...      | 3) |
| Branch no.: ...                   | 4) |

by signing present document declare(s) its/their willingness to execute the contract with case number 31195825, for *the implementation of and reporting on not more than ten (10) simulations for testing the behaviour of the crew and due to a larger number of wind turbines, the consequences for shipping safety on the North Sea, before the end of 2024 and/or from the start of 2025 onwards*,

that they accept this contract for the rates and amounts, excluding turnover tax, stated in the (completed) Appendix I Statement of Rates and prices.

The tenderers appoint the tenderer referred to under A) above as the person to represent them in all matters. 5)

The tenderers declare that the following business owner(s) in the joint venture of business owners take(s) part in the execution of the contract for less than 10% of the tender amount. The tenderers also state the participation percentage.

...	6)
...	6)

The tenderer(s) declare(s) to submit this tender in accordance with the provisions of the Works Procurement Regulations 2016 (*Aanbestedingsreglement Werken 2016*) and in compliance with the provisions and details set out in the tender documents.

The tenderer(s) declare(s) that it/they has/have taken note of all documents submitted with the tender in TenderNed (or in the case of foreign businesses by email as described in section 4.3.1) and that the documents to be submitted together with the tender form comprise the tender and were completed truthfully.

## Signature

The tender form must be signed by the tenderer and in the case of a joint venture of business owners, whether or not in the form of a general partnership by all tenderers, signed digitally in accordance with section 4.3.1 or in the case of one or more foreign businesses with a handwritten signature in accordance with section 1.2 of the Tender Guidelines.

### Explanation:

- 1) For a natural person, the name and first names in full; for a legal entity, the name under the articles of association.
- 2) For a natural person, the place of residence; for a legal entity the place of business with full address, and as necessary specifying the province and country.
- 3) Registration number from the commercial register (Chamber of Commerce) or an equivalent register in the country of establishment of the business.
- 4) Branch number in the commercial register (Chamber of Commerce) or an equivalent register in the country of establishment of the business.
- 5) This instruction only applies if the tender is submitted by two or more tenderers together.
- 6) Only applicable if the tender is submitted by two or more tenderers together. If applicable, state the name and participation percentage.

## Appendix F Risk table

The most important risks identified by the Awarding Party are listed separately in Appendix F (available via TenderNed).

## Appendix G Elaboration of BVfM criteria for the best value for money

The elaboration of the BVfM criteria appears in the table BVfM criteria (in pdf) and is attached separately with the tender documents on TenderNed.

Also included are short explanatory notes regarding the EMVI-BVfM criteria.

Explanatory notes to the BVfM spreadsheet

Quality criteria, performance criteria and maximum quality value

In the BVfM spreadsheet, a distinction is made between quality criteria and performance criteria. For a performance criterion, the quality value achieved is calculated directly, without quality assessment, by multiplying the number of performance units contained in the tender by the value of each performance unit. For quality criteria this is not possible and the quality value achieved is obtained via an evaluation score. The BVfM spreadsheet specifies the maximum achievable quality values. They are made visible at subcriterion level.

Quality value achieved

For each (sub)criterion for which the maximum quality value is made visible, an evaluation score is given. If the score is 10, the maximum quality value is awarded. The relationship between 'Score' and 'Quality value achieved' is of a straight-line nature. The table below gives the overview of scores and corresponding quality values. In the table below, the 'valuation' describes the extent to which 'added value' relates to a particular score.

Quality value table

The relationship between the score, valuation and quality value for all quality criteria is as follows:

Score	Valuation	% of the maximum quality value
10	Excellent (very high added value)	100
9	Very good (high added value)	75
8	Good (above average to considerable added value)	50
7	Fair (sufficient added value)	25
6	Neutral (little or no added value)	0
5	Poor (partially insufficient/negative/risk)	- 25
4	Very poor (well below sufficient/negative/risk)	- 50
3	Bad (very insufficient/negative/risk)	- 75
2	Very bad (extremely insufficient/negative/risk)	- 100

The straight-line relationship: 'Quality value achieved' = ('Score' - 6) / 4 \* 'Maximum quality value'.

Score below 6

A score lower than 6 is possible if a tender does satisfy the (functional) requirement specifications or the schedule of requirements, but nevertheless has an insufficient, negative or risk-generating effect. Possible examples are:

- failure to comply with the current state of the art or knowledge such that the tenderer offers an outdated product or outdated method, while better alternatives are available, or
- involving difficult to manage risks.

A score below 6 may also be awarded if issues requested in the framework of the BVfM are not or insufficiently discussed.

## Appendix H Declaration regarding obligations in the field of environmental, social and labour law

Name and address of the business:

.....

Chamber of Commerce registration number (registration number in the commercial register or an equivalent register in the country of establishment of the business):

.....

Contact person at the business (name, email, telephone):

.....

The undersigned declares that in preparing his tender, he took account of the obligations relating to environmental, social and labour law, pursuant to the law of the European Union, national law or collective labour agreements or pursuant to the provisions of international environmental, social and labour law specified in Appendix X to Directive 2014/24/EU.

Signature

This declaration must be signed by the tenderer and in the case of a joint venture of business owners, whether or not in the form of a general partnership, by all tenderers, signed digitally in accordance with section 4.3.1 or in the case of one or more foreign businesses with a handwritten signature in accordance with section 1.2 of the Tender Guidelines.

## Appendix I Format Statement of Rates and prices

This document is attached with the tender documents issued via TenderNed (Excel format).

## Appendix J Subcontractor declaration

Name and address of the business:

...

Chamber of Commerce registration number (registration number in the commercial register or an equivalent register in the country of establishment of the business):

...

Contact person at the business (name, email, telephone):

...

The undersigned (subcontractor) declares in respect of the contracting party (in accordance with 4.4.1 subsection 5):

- a. that the tenderer will have access to the resources necessary for execution of the contract;
- b. it will carry out the following part of the contract:

-
---

Signature

This declaration must be signed electronically in accordance with section 4.3.1.

*or if use is made of Appendix C and a subcontractor (in order to meet the eligibility requirements laid out in 3.2 subsection 3) with a handwritten signature.*

Name(s) of signatory(signatories) with representatives authority:

.....

Date:

Signature(s):

## Appendix K Requirement specifications (contract description)

This document is attached with the tender documents issued via TenderNed.

## Appendix L Draft agreement (and ARVODI)

These documents are attached with the tender documents issued via TenderNed.

## Appendix M Tender checklist Registration including List of other appendices

### 1. TENDER CHECKLIST

#### Electronic signature

The documents to be issued with a tender that must be signed by Dutch businesses (with the exception of Appendix D and I and 2 and 3 of the Data Processing Agreement) are listed below and must be signed digitally by an authorised representative of the Tenderer and by means of a qualified electronic signature. In the case of one or more foreign businesses forced by necessity or by an unforeseen event beyond their control to independently or jointly submit their tender by email (whether or not with a subcontractor), no electronic signature is required but a handwritten signature is sufficient. Also in the first case, reference is made to section 4.3.1 of these Tender Guidelines.

- a. Appendix E Tender form;
- b. Appendix A ESPD (European Single Procurement Document)
- c. Appendix B Supplementary declaration
- d. Appendix H Declaration regarding obligations in environmental, social and labour law;
- e. Appendix N Declaration regarding international social conditions
- f. Appendix J Subcontractor declaration (if a subcontractor is insourced in order to meet the requirements imposed);  
and if a subcontractor is insourced to satisfy the requirements imposed, and from which the documents are submitted with a handwritten signature:
- g. Appendix C Model submission form;
- h. Appendix J Subcontractor declaration.

In addition, the following documents that do not require signature must be submitted:

- i. Appendix D;
- j. Appendix I Statement of Rates and prices; and
- k. appendices 2 and 3 to the Data Processing Agreement.

In addition to the above mentioned documents, a Tender must always be accompanied by the Tender form.

#### Documents accompanying the Tender<sup>16</sup>

See all above listed documents (a through to f) for tenders with a subcontractor and excluding Appendices C and J for tenders without a subcontractor.

In addition, the documents listed under i through to k and the Action Plan.

### 2. OVERVIEW OF OTHER APPENDICES

The Overview of other appendices the appendices to which have been uploaded in TenderNed, includes:

1. ARVODI-2018
2. Data Processing Agreement ARVODI-2018, including three appendices

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<sup>16</sup> Although checked with the maximum possible care, there is a risk that the above summary will include minor errors. In that case, reference should be made to sections 4.3 and 4.4 of the Tender Guidelines.

For other appendices, refer to Appendix 2 'Information issued and to be Issued' from the Requirement Specifications (Appendix K issued via TenderNed).

## Appendix N Declaration regarding international social conditions

This document is enclosed with the tender documents issued via TenderNed (Word format)