



Tender Document

**Invitation to tender in accordance with
the European open procedure for the
development of an integrated ground
model for the Doordewind Investigation
Area (DDW IA)**

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Definition of terms

Tendering Authority	The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO), part of the Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (Aanbestedingswet 2012)
ARVODI-2018	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who has/have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean 'the Tenderer'.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC EZK	The Procurement Office (IUC) of the Ministry of Economic Affairs and Climate Policy (EZK) – part of the Netherlands Enterprise Agency (RVO), which in turn is part of the Ministry of Economic Affairs and Climate Policy – who will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are laid down.
Contract Price	Prices and rates as specified in Annex 4 - 'Delivery dates & prices' of the Tender.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.

European Single Procurement Document (ESPD)	A statement in which the Tenderer declares his compliance with the requirements specified in this document.
Work	All the work that the Contractor is required to carry out in accordance with the provisions of the Contract, including all the services to be rendered in accordance with the Contract.
Geological Ground Model (GGM)	Deliverable as detailed in Annex 6 - Section V - Scope of Work
Integrated Ground Model (IGM)	Deliverable as detailed in Annex 6 - Section V - Scope of Work
Geotechnical Interpretative Report (GIR)	Deliverable as detailed in Annex 6 - Section V - Scope of Work
2DUHRS	2-Dimensional Ultra High Resolution Seismic
3DUHRS	3-Dimensional Ultra High Resolution Seismic

Abbreviations, general note:

In some cases abbreviations have not been defined in this document. Please refer to the lists of abbreviations in the following annexes:

- Annex 6 – Section III - General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-20218)
- Annex 6 – Section V - Scope of Work

1. Introduction

This Tender Document contains information regarding this invitation to tender conducted in accordance with the European open procedure for the execution of services for the development of an Integrated Ground Model for the Doordewind Investigation Area (hereafter: DDW IA).

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

1.1 Tendering Authority and IUC-EZK

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

The Netherlands Enterprise Agency encourages entrepreneurs in sustainable, agricultural, innovative, and international business. It helps with grants, finding business partners, know-how and compliance with laws and regulations. The aim is to improve opportunities for entrepreneurs and strengthen their position. The Agency works for Dutch ministries and the European Union. More information about RVO can be found on: www.rvo.nl and <https://english.rvo.nl/>.

1.2 Reason for this invitation to tender

As part of its climate goals, the Dutch Government aims to have 21 GW of offshore wind energy capacity installed around 2030. Offshore wind farms will be built within designated Wind Farm Zones. Wind farms outside these Wind Farm Zones are prohibited. Within the designated Wind Farm Zones, the Dutch Government defines the specific Wind Farm Sites (WFS) where wind farms can be constructed, using a so-called Wind Farm Site Decision ('Kavelbesluit'). This Wind Farm Site Decision contains all conditions for building and operating a wind farm on that specific site. The Dutch Government provides comprehensive site data for the Wind Farm Sites and the Dutch transmission system operator TenneT TSO B.V. is responsible for the grid connection. Wind farm developers can apply for tenders for the permits to build and operate and decommission a wind farm according to a Wind Farm Site Decision. Winners of these permit tenders will be granted a permit and a grid connection to the mainland. RVO is responsible for the site characterization data, which can be used for the preparation of bids for these tenders.

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

RVO has been requested to prepare, collect, and publish comprehensive site characterization data for several Wind Farm Zones, which wind farm developers can use to prepare a competitive bid. The site data should be of sufficient detail and quality to be used as input for preliminary engineering design studies. Site characterization data includes detailed information on the soil conditions. Further information on the legislative framework and the designated offshore Wind Farm Zones in the Netherlands can be found in Annex 6 - Section V – 'Scope of Work' and in Annex 5 - 'Starting Points & Assumptions'.

The objective of this tender is to conclude one Contract with a Tenderer who is able to develop a Geological Ground Model (GGM), a Geotechnical Interpretative Report (GIR), and, in the end, an Integrated Ground Model (IGM) for the Doordewind Investigation Area. The Investigation Area (IA) is located in and around a designated part of the Doordewind Farm Zone. These models and reports will be made publicly available to all potential future bidders for the Doordewind Wind Farm Zone.

The Contracting Authority wishes to conclude a Contract with the Tenderer who is able to carry out to execute the services for the development of an IGM for the Doordewind Wind Farm Zone (DDW IA for the future construction of a wind farm in the Doordewind Wind Farm Zone), outside the twelve nautical miles zone, calculated from the Dutch Coast.

The future Contractor, as well as the services/products to be performed/delivered by the Contractor, must fulfil the terms and conditions set by the Contracting Authority and specified in this Tender document.

The Contractor shall develop an IGM based on publicly available data and on the results of the geological desktop study, geophysical campaigns, and geotechnical campaigns.

Several site investigations are planned:

- 3 geophysical campaigns for DDW IA are planned between Q1 2024 and Q3 2024 and final geophysical deliverables are expected in Q1 2025.
- 2 geotechnical campaigns for DDW IA are planned between Q1 2025 and Q3 2025 and final geotechnical deliverables are expected between Q3 2025 and Q1 2026.

A detailed geological desktop study has been prepared for the DDW IA and can be used as starting point for further development on an IGM. The acquired geophysical data shall be used to define the GGM, the geotechnical data shall be used to establish the soil engineering properties in a GIR, and the data will be combined into an IGM required by wind farm developers to prepare the permit tender bid. The objective of the IGM is to provide adequate input for the design and installation of the turbine foundation as well as the design and installation of the infield cable array for the future construction of wind farms, outside the twelve-mile zone, calculated from the Dutch coast. Details of the scope are presented in Annex 6 Section V – ‘Scope of Work’.

1.3 Time schedule

The schedule below applies to this tendering process.

Tuesday April 16, 2024	Issuing of publication of Tender Documents, start of tendering period.
Friday May 3, 2024 before 17:00h (5 PM)	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and all annexes related to this invitation to tender.
Tuesday May 21, 2024	Issuing of Memorandum of Information
Monday June 10, 2024, before 13:00hrs (1 PM)	Deadline for the receipt of Tenders.
Monday June 10, 2024, up to Friday July 12, 2024	Assessment of Tenders.
Monday July 15, 2024	Announcement of the award of the Contract.
Wednesday July 31, 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
Monday August 5, 2024	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
Monday August 12, 2024	Final award and starting date of Contract .

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2. Description of assignment

2.1 Description, objective of the assignment and review clause

Purpose of the assignment

The purpose of the assignment is to provide relevant information for the design, installation, and maintenance of wind turbines, inter array cables, substations, and their support structures at the Wind Farm Zones. The information package of each Wind Farm Zone is intended to be detailed and of high quality to allow future wind farm developers to enhance and de-risk their designs and progress project preparations in the tendering stage. Moreover, the gathered information should be of sufficient quality, accuracy, and detail to serve as input for the Design Basis of the wind farm.

Objective of the assignment

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

The preparation of the IGM will be based on the findings of a geological desktop study which is publicly available on <https://offshorewind.rvo.nl>. Furthermore, offshore geophysical surveys across the DDW IA are planned for Q1-Q3 2024, followed by reporting in Q4 2024 – Q1 2025. An extensive geotechnical site investigation will be performed in Q1-Q3 2025 with reporting to follow in 2025 and 2026. It is currently estimated that 96 seabed CPTs, 32 seismic CPTs and 32 Temperature CPTs will be conducted followed by a downhole phase of approximately 96 boreholes. Given the size of the data set, Tenderer should carefully consider the planning, manipulation, and integration of such data volumes in his proposal.

Details of this Tender process are provided in the following chapters of the Tender document. The Scope of Work of the Contract is specified in Annex 6 Section V – 'Scope of Work'.

Review Clause

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

To meet the degree of uncertainty, a so-called review clause is included. The uncertainty lies in unforeseen Work which is currently not included in the Annex 6 Section V- 'Scope of Work', but in the opinion of the Contracting Authority can be necessary to achieve the objective of the assignment under section 2.1 – 'Description and objective of the assignment'.

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

- Scientific or engineering developments in the ground model execution, which causes Work that currently is not included in the Annex 6 Section V- 'Scope of Work', but in the opinion of the Contracting Authority needs to be included to meet the objectives of the assignment, under the condition that this inclusion does not cause significant extra costs for the Contractor and that it does not change the general nature of the assignment;
- Delay of the external deliverables of contractors of the geophysical and geotechnical works that are required for the IGM assignment, which causes the Contractor to perform the Works for a longer period than could be anticipated based on this Tender, which causes significant extra costs for the Contractor.

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

Any extension of the Contract and the services required will remain within the general scope of activities in this European Tender Document with reference 202401112.

2.2 Lots

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

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period ranging from August 12, 2024 to December 31, 2026. If, due to unforeseen circumstances, the Work is not finished by this last date, the Contract can be extended, under the same conditions, until December 31, 2027. The Contracting Authority intends to conclude a Contract with one Tenderer.

2.4 Scope of the assignment

The Tendering Authority has estimated a total contract value of a maximum of euro 3.500.000,- (exclusive of VAT) and a minimum of euro 2.250.000,- (exclusive of VAT). The maximum contract value is based on Annex 4 – 'Delivery dates & prices' and exclusive of additional activities related to or forthcoming from the review clause in section 2.1 – 'Description, objective of the assignment and review clause'. In the event that the review clause must be invoked, the Contracting Authority could reserve up to a maximum of 50% of the total maximum Contract value.

The estimated value is an indication from which no rights can be derived. This Tender document was created using up-to-date knowledge and insights valid at the time of its formulation.

It is possible that the services specified in the contract may change in the event of political, budgetary, administrative, or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event that such circumstances occur, the Contracting Authority will consult with the Contractor.

3. Requirements to this assignment and implementing provision of implementing regulation

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

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

3.1 Requirements relating to the Scope of Work

- 3.1.0 Contractor is willing and able to execute the Work regarding the GGM, the IGM, and the GIR that needs to be carried out under the Contract including the Annex 6 Section V- 'Scope of Work'.
- 3.1.1 The Work to be conducted will be executed in accordance with (the latest version of) the Project Documentation, including but not limited to Project Execution Plan, Quality Plan, Health and Safety Plan, project schedule and risk assessment produced by Contractor and subject to approval by the Contracting Authority unless the Contracting Authority has given permission in writing to do otherwise.
- 3.1.2 Any traveling required to perform the services, shall be performed with zero-emission vehicles, such as electric cars or public transport. When previous mentioned traveling options are not used, the Contractor is obligated to compensate the emitted greenhouse gasses. All emitted greenhouse gasses, calculated as CO₂ equivalent, are compensated by means of CO₂ storage, for example by planting trees, or by investing in sustainable energy and/or energy saving measures.
- 3.1.3 (Re)processing of geophysical data: processing of the geophysical data set and/or interpretation related tasks, to achieve the specified and approved objectives of the assignment, are part of the Work. The Contractor shall include reimbursable rates in Annex 4 - 'Delivery dates and prices' and a description in the Project Documentation for the works related to this additional interpretation as specified in Annex 6 Section V- Scope of Work.
- 3.1.4 The Contractor shall include time for all interface co-operation work with the geotechnical contractors, which should be carried out by key personnel of the Contractor. In this Tender submission the Tenderer shall provide (see Annex 6 Section V - Scope of Work):
 - Preliminary geotechnical Seabed and Downhole Location Plans based on the available Geological Desktop Study;
 - Preliminary geotechnical Laboratory Testing Strategies including a plan for lab tests prioritization, efficiency, and flexibility;
 - A proposal for a constructive and time efficient interfacing and communication plan between the geotechnical contractors and the Contractor.
- 3.1.5 The Contractor shall provide a detailed template of the GGM, the IGM, and the GIR in his Tender submission. This template will provide the Contracting Authority with insight on working methods, applicable reasoning, and potential partial results/deliverables within the report. This will be treated confidentially by the Contracting Authority.
- 3.1.6 The Tenderer shall specify in his Tender all data input requirements and formats in order to perform the contracted tasks. Such formats may include, but are not to be limited to PDF, AGS v4.x, ASCII, Excel, SEG-Y and LAS files. Should any non-industry standard file formats be required as part of the integration process, the Tenderer shall state such in his Tender submission.

- 3.1.7 GIR: the Contractor shall list the calculation models that will be used in the Work. As a minimum, the GIR needs to cover the methods that allow for geotechnical foundation and wind farm cable design and installation.

3.2 Requirements relating to Project Team

- 3.2.0 No more than five (5) persons can be specified per group in Annex 3 – ‘Qualifications key personnel’. This includes potential backup and/or replacement personnel. CVs of all five (5) proposed personnel [per group] shall be included for evaluation.
- 3.2.1 During the execution of the Work, if backup and/or replacement team members are proposed which were not mentioned in Annex 3 – ‘Qualifications key personnel’, they shall be equally or better qualified and experienced than the original proposed team which will be measured by also evaluating these backup and/or replacement team members against the criteria as stated in Annex 3 – ‘Qualifications key personnel’. Replacement of Key Personnel will be subject to approval of the Contracting Authority.

3.3 Requirements relating to Independence

- 3.3.1 The professional independence of the services must be guaranteed. The Contractor shall not have any financial or other direct personal or business interests with specific results of the geotechnical and/or geophysical investigations within the area relevant for the Work.
- 3.3.2 The Contractor must avoid the appearance of dependence or conflict of interest. Should they possibly occur, the Contracting Authority must be notified with a mitigation plan in the project documentation on how the Contractor mitigates for this conflict of interest.
- 3.3.3 The Contractor accepts the Contracting Authority's judgement regarding the conclusion that there is a conflict of interest. If, even after taking mitigating measures, the appearance of a conflict of interest cannot be avoided, making broad acceptance of the Work to be carried out unlikely in the opinion of the Contracting Authority, the Contracting Authority will terminate the Agreement prematurely. In that case, the Contracting Authority is not liable for damages incurred by the Contractor.

3.4 Requirements relating to delivery dates

- 3.4.1 By completing the Annex 4 – ‘Delivery dates & Prices’ of this Tender document Tenderer provides a specification of maximum delivery dates that apply to relevant parts of executing the Work.
- 3.4.2 The Doordewind (DDW) Soil Investigation project is a time driven project in which the ground modelling, geotechnical, and geophysical scopes are interrelated; the scopes depend on, and feed into, each other. To avoid delays and consequential knock-on effects between the scopes, it is crucial that the Contractor meets the defined timelines and provides constructive input to (e.g.) the geotechnical contractor (see Annex 6 Section V- ‘Scope of Work’).
- 3.4.3 Payment milestones (Annex 6 – Section I – ‘Draft Contract’) will be linked to the Delivery dates indicated in Annex – 4 ‘Delivery dates & Prices’.

3.5 Requirements relating to the prices/rates

- 3.5.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the Annex 4 – ‘Delivery dates & Prices’.
- 3.5.2 The price and rates must be in euro and must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.
- 3.5.3 Tenderer gives a maximum total amount (excluding and including of VAT) for the execution of this assignment, including any extension. The tenderer will be

reimbursed for the actual costs of the Work carried out, up to a maximum of the maximum total price.

- 3.5.4 The maximum total amount for this assignment is euro 3.500.000,- (exclusive of VAT). Tenderers who quote a higher price will be excluded from further participation in the tender. If the quoted amount is lower than euro 2.250.000,- (exclusive of VAT) the Tenderer will also be excluded from further participation in the tender.
- 3.5.5 The Tenderer will not submit any zero or negative prices and rates, not even on components.
- 3.5.6 Indexation of the unpaid payment milestones is agreed in case the Contract period is extended. In case the option to extend the Contract is invoked, the prices and rates can be adjusted once, at least 3 months before the end of the Contract. Requests for indexation can be addressed to contractmanagement@RVO.nl. The prices and rates can be adjusted in line with the index figure set by Statistics Netherlands (CBS Statline) applicable to collectively negotiated hourly wages (including special bonuses) in the business services sector. For this purpose, the monthly figure for the most recently published month is used and the index for the starting month of the Contract is set as 100%. The request for indexation submitted by the Contractor must be itemised, accompanied by a printout from CBS Statline, and contain a reference to the Contract in question with the Contracting Authority. The proposal must contain a summary of both the current prices and rates and the new prices and rates. The Contracting Authority will inform the Contractor in writing of the decision regarding whether or not to accept the new prices and/or rates. The Tenderer will not submit any zero or negative prices/rates

3.6 Tax-related requirements

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

3.7 Invoicing requirements

- 3.7.1 Payments will be performed based on the requirements described in: Annex 6 – Section I – 'Draft Contract'.
- 3.7.2 The payment shall become payable after completion and approval of all deliverables. The payment schedule is defined in Annex 6 – Section I – Draft Contract.

3.7.3 For companies established in the Netherlands only

E-invoicing

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

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

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

3.7.4 For companies not established in the Netherlands

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

3.8 Implementing provision of implementing regulation with regard to social return on investment

Social goals are no longer a side issue in the tendering process but are becoming an essential part of the process. This is apparent in the government's procurement strategy 'Inkopen met impact'¹ ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025². The Contract to be concluded as a result of this tender, therefore, provides the possibility for the Contracting Authority, together with the Contractor, to stimulate social developments that contribute to the realization of policy goals or social effects that the Dutch government considers important. Contractor is expected to contribute to these goals. This is possible through so called social return pilot projects. The pilot projects can only be conducted in coordination with and after acceptance of proposals by the Contracting Authority.

Social return pilot projects

The aim of the social return pilot projects is to realize social goals. This can be done by additionally employing people with a distance to the labor market and/or improving their prospects for work and income. The pilot projects give the Contractor room for customization, experimenting with form-free interpretation and/or serving a broad selection of social objectives. They can be related to the assignment(s) in the Contract. Think, for example, of training and supervising people from specific target groups. In order to help them in their personal development and to help them gain a better perspective on a suitable job.

Within 60 days after the award of the Contract, the Contractor will develop a proposal for a social return pilot project. The Contracting Authority can provide ideas or possibilities for the project that match the objectives and needs. In your proposal, you describe which target group(s) you want to help, how you want to achieve social impact, what impact you are aiming for and what is needed to achieve this. If desired, you can coordinate this with the Contracting Authority and/or other parties. Your proposal for a social return pilot project will become part of the Contract after acceptance by the Contracting Authority. The project will be monitored and evaluated afterwards.

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

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

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

Specific requirements for the social return pilot projects

The Contractor has room to translate its own ambitions/ideas for delivering social impact into a concrete proposal for a pilot project. This proposal is in line with the possibilities and wishes of the Contracting Authority and offers the Contractor the opportunity to realize these ambitions. The goal for the (additional) social impact to be achieved with this project is concrete, ambitious, yet achievable and realistic. The proposal for a social return pilot project will become part of the Contract after coordination with and acceptance by the Contracting Authority. You will then conduct the social return pilot project on the basis of a best-efforts obligation.

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

The social return pilot project must not involve crowding out or unfair competition in the labor market, whereby the social impact achieved is at the expense of other people's jobs.

In a general sense, the pilot project is in line with government policy.

In principle, the Contractor will report to the Contracting Authority every quarter about the progress of the social return pilot project and the (provisional) social impact which is achieved. A lower reporting frequency is possible after permission from the Contracting Authority. At the request of the Contracting Authority, the Contractor is, in principle, prepared to share its experiences with the pilot project with the Dutch government.

4. Requirements concerning the Tenderer

4.1 Introduction

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

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it, and submit it together with your Tender via TenderNed (see section 7.3.15).

4.2 Exclusion Grounds

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

- All Exclusion Grounds specified in Part III A and B;
- The Exclusion Grounds in Part III C that have been selected by the Tendering Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations/subcontractors. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act: <https://wetten.overheid.nl/BWBR0032203/2022-03-02>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see section 4.3 – 'suitable requirements').
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years).
3. Tax statement (no older than 6 months).

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

Please refer to <https://ec.europa.eu/tools/ecertis/search>

eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the Annex 1 - 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the suitability requirements as specified in this subsection of the Tender document. These suitability requirements are further specified in the subsequent sections in this chapter.

4.3.1 Financial and economic standing

By signing the Annex 1 - 'European Single Procurement Document', the Tenderer declares:

- a. That he possesses sufficient financial and economic capacity to fulfil the contractual obligations.
- b. That the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect.
- c. That the most recently issued auditor's report (or, if applicable, a review report or compilation report) does not include a 'continuity section' that expresses doubt concerning the viability of the organisation.
- d. That the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit it when requested to do so):

Proof of the economic operator's economic financial standing may, as a general rule, be furnished by one or more of the following references:

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

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

4.3.2 Reference data (technical qualifications)

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

1. The company has expert knowledge of the top 100m of the geology of the North Sea basin, or similar geological conditions, meaning similar water depths, soil types and glacial history.
2. Experience of the company with interpretation and validation of geophysical survey data and subsequent interpretation, validation and update of the geological model based on geotechnical investigation data, including identification of geological units.

3. Experience of the company with creation and presentation of a GGM of the subsoil for the purpose of development of an offshore structure in the North Sea or areas with similar conditions, to the North Sea, meaning similar water depths, soil types and glacial history, with depth of interest between seabed and 100m below seabed.
4. Experience of the company with definition and scheduling of geotechnical tests, test details and interpretation of the results of an advanced laboratory program, including cyclic testing.
5. Experience of the company with creating and formally reporting a GIR focusing on design of foundations and infield cables for an offshore structure, including characterization of geotechnical parameters and characteristic values of geotechnical parameters, with depth of interest between seabed and 60m below seabed.
6. Experience of the company with creating and presenting an ISO compliant IGM for an offshore structure, integrating geological, geophysical, and geotechnical data.
7. Experience of the company with predicting and validating geotechnical (Cone Penetration Test) parameters from input geotechnical and geophysical data.
8. Experience of the company with (innovative) (re)processing of seismic (2DUHRS and 3DUHRS) data.

By signing the Annex 1 - 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above. One reference assignment may contain one or multiple core competences. The reference assignments shall meet the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the five years prior to the closing date for the submission of the tender. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- The size of each investigated area, that is part of the object of reference includes >30 geotechnical investigation locations and at least 1,000 geophysical line kilometres.
- Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Please submit evidence together with the Tender, using Annex 2 – List of Reference Contracts.

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

You must demonstrate with at least one reference that it has a value of at least euro 500.000,-. This may be a reference that concerns one or more competences

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

4.3.3 Quality assurance (technical qualifications)

By signing the Annex 1 - 'European Single Procurement Document', the Tenderer declares that he possesses a validly certified quality-assurance system, the certificate for which was drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000; OR ISO 9001; OR that he possesses a quality-assurance system that is at least equivalent to a certified quality-assurance system.

With 'at least equivalent to a certified quality-assurance system' the following is meant:

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

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

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

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

Or:

Provision of the latest audit report or a copy of a certificate or certificates for the quality-assurance system that was/were drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000 OR ISO 9001.

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

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

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

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

Section	Description award criteria	Maximum number of points
5.2.1	Project Documentation	55 points
	Project Specificness	
	Geophysical and data integration schedule	
	Geotechnical requirements and integration	
	Planning, flexibility, and efficiency	
	Quality	
	Risk assessment	
5.2.2	Track record and experience of the project team	10 points
	Project Manager	
	Geologist / Geophysicist	
	Geotechnical Engineer / Civil Engineer / Specialist	
	Processing Geophysicist	
	Team composition	
5.2.3	Use of innovative methods	15 points
	Innovation method 1	
	Innovation method 2	
5.3	Prices/rates	20 points
Total		100 points

5.2 Quality criteria

5.2.1 Award criterion relating to Project Documentation

Tenderer is requested to provide Project Documentation (PD) detailing Tenderer's approach regarding the execution of the Works. The contents of the required Project Documentation are detailed in Annex 6 - Section V Scope of Work and Annex 6 - Section VI Quality Requirements and Administrative instructions.

The assessment will be based on the submitted Project Documentation only. Therefore, the Tenderer is requested to include all necessary project information in this documentation.

Tenderer's offer relating to project documentation will be assessed on the following assessment aspects:

- Project specificness
- Geophysical and data integration schedule
- Geotechnical requirements and integration
- Planning, flexibility, and efficiency
- Quality
- Risk assessment

The provided structure of the project documentation should be aligned with the project documentation structure as requested in this Tender Document. In the unlikely event that there is a difference in structure, a bridging document must be provided that enables the Tendering Authority to evaluate the provided Project documentation.

Submission of documents other than those requested by the Contracting Authority is not allowed.

The Project documentation is assessed by the following aspects jointly according to the extent in which:

Maximum number of points per subject (55 points)	Assessment aspects
10 points	Project Specificness The project documentation includes: ▪ a clear, detailed, time-bound, and project-specific elaboration of the methodology, the analyses to be performed, and the interfaces with geophysical and geotechnical contractors. ▪ good understanding of the site conditions. ▪ a results of the work to be delivered fully addressing the Scope of Work. ▪ clear illustrations of the structure and content of all the Project Deliverables.
10 points	Geophysical and data integration schedule The project documentation should outline a method and schedule for: ▪ the geophysical data review and aggregation of the three separate geophysical campaigns into a single Preliminary Ground Model, and subsequent; ▪ (re)processing of 2DUHRS and 3DUHRS data, and subsequent; ▪ the integration of geophysical data with the geotechnical data, into a single GGM. ▪ The development of prediction of geotechnical parameters (synthetic CPTs) away from the geotechnical locations at seismic trace locations. Attention is given to the processes that will be implemented to quantify the uncertainties of the predictions.
10 points	Geotechnical requirements and integration The project documentation should describe the intended geotechnical site investigations (required site data) and how most value data can be obtained in the time bound works. The project documentation should outline: • a preliminary geotechnical Seabed CPT and Vibrocore Location Plan based on the available Geological Desktop Study. This plan should be efficient and based on the geotechnical data quantities as provided in section 2.1 – ‘Description and objective of the assignment and review clause’; • a preliminary geotechnical Downhole CPT and Sampling Location Plan based on the available Geological Desktop Study. This plan should be efficient and based on the geotechnical data quantities as provided in section 2.1 – ‘Description and objective of the assignment and review clause’; • a draft outline for intended laboratory testing program including requirements on batching and dependencies. This outline should describe how data is integrated in the GM deliverables such as the GGM, IGM and GIR.

Maximum number of points per subject (55 points)	Assessment aspects
10 points	Planning, Flexibility, and efficiency The project documentation contains a plan to present: • how works are set up efficient and with some flexibility to start the Work with staged input. • possibilities that allow shortening of the timeline e.g. parallel lab testing while survey is ongoing, by making use of lab test prioritization or by starting lab testing with partial datasets. • the feasibility of the delivery planning for the GIR and IGM, which is substantiated by a comprehensive risk assessment & associated mitigations and by a schedule including a GANTT chart including relevant key dates. • a proposal for a constructive and time efficient interfacing and communication plan between the geotechnical contractors and the Contractor.
10 points	Quality The project documentation: ▪ specifies comprehensive time-bound validation processes which include quality control procedure. ▪ includes examples or templates of quality management output e.g. checklists, validations and test results which shall form part of the deliverable dataset.
5 points	Risk assessment The project documentation contains a comprehensive assessment of risks and mitigation measures to deliver a high-quality IGM within the project timeline.

5.2.2 Award criterion relating to track record and experience of the project team

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

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

- CVs of proposed key Personnel (maximum five (5) per group in Annex 3 – 'Qualifications key personnel'. Not providing these CVs will lead to a 'No results' (0%) score for these persons.
- CVs shall include qualifications and experience of the total pool of key Personnel that could be designated to the project team over the whole duration of the Work.
- Description of roles and responsibilities of project manager and project team members within the project.
- Reference project list of the proposed team members (it is mandatory to fill in Annex 3 – 'Qualifications key personnel') in the last 10 years.

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

Maximum number of points per subject (10)	Assessment aspects The track record and experience of the project team are assessed on the following aspects jointly:
2 points	Project Manager I. The education level of the project manager, second project manager, and technical authority relevant to the role; this will be a score per individual of 20-100% ranging from pre-university education to doctoral degree (see INFO tab in Annex 3 - 'Qualifications key personnel'); II. The experience of the proposed project manager, second project manager, and technical authority in executing, managing, and authorizing similar projects in size, complexity, and with similar time frames; this will be a score per individual of 0-100% ranging from 1 to over 15 projects (see INFO tab in Annex 3 - 'Qualifications key personnel'); III. The extend to which the proposed project manager, second project manager, and technical authority are currently active in a similar role; this will be a score per individual of 0-100% ranging from 0 to over 10 years of experience (see INFO tab in Annex 3 - 'Qualifications key personnel'). From the outcomes of items I, II, III the average percentage per individual will be calculated. Next, these outcomes of the different individuals will be averaged into a combined average for this subject. This combined average will be used to calculate the score for this subject (e.g. a combined average of 100% will result in 2 points).
2 points	Geologist / Geophysicist I. The education level of the geologists/geophysicists relevant to the role; this will be a score per individual of 20-100% ranging from pre-university education to doctoral degree (see INFO tab in Annex 3 - 'Qualifications key personnel'); II. The experience of the proposed geologists/geophysicists in executing IGMs and GIRs similar in size, complexity and with similar time frames; this will be a score per individual of 0-100% ranging from 1 to over 15 projects (see INFO tab in Annex 3 - 'Qualifications key personnel'); III. The extend to which the proposed geologists/geophysicists are currently active in a similar role; this will be a score per individual of 0-100% ranging from 0 to over 10 years of experience (see INFO tab in Annex 3 - 'Qualifications key personnel'). From the outcomes of items I, II, III the average percentage per individual will be calculated. Next, these outcomes of the different individuals will be averaged into a combined average for this subject. This combined average will be used to calculate the score for this subject (e.g. a combined average of 100% will result in 2 points).

Maximum number of points per subject (10)	Assessment aspects The track record and experience of the project team are assessed on the following aspects jointly:
2 points	Geotechnical Engineer / Civil Engineer / Specialist I. The education level of the proposed engineers relevant to the role; this will be a score per individual of 20-100% ranging from pre-university education to doctoral degree (see INFO tab in Annex 3 - 'Qualifications key personnel'); II. The experience of the proposed personnel in executing IGMs and GIRs similar in size, complexity and with similar time frames; this will be a score per individual of 0-100% ranging from 1 to over 15 projects (see INFO tab in Annex 3 - 'Qualifications key personnel'); III. The extend to which the proposed engineers are currently active in a similar role; this will be a score per individual of 0-100% ranging from 0 to over 10 years of experience (see INFO tab in Annex 3 - 'Qualifications key personnel'). From the outcomes of items I, II, III the average percentage per individual will be calculated. Next, these outcomes of the different individuals will be averaged into a combined average for this subject. This combined average will be used to calculate the score for this subject (e.g. a combined average of 100% will result in 2 points).
2 points	Processing Geophysicist I. The education level of the proposed processing geophysicists relevant to the role; this will be a score per individual of 20-100% ranging from pre-university education to doctoral degree (see INFO tab in Annex 3 - 'Qualifications key personnel'); II. The experience of the proposed personnel in reprocessing seismic datasets similar in size, complexity and with similar time frames; this will be a score per individual of 0-100% ranging from 1 to over 15 projects (see INFO tab in Annex 3 - 'Qualifications key personnel'); III. The extend to which the proposed processing geophysicists are currently active in a similar role; this will be a score per individual of 0-100% ranging from 0 to over 10 years of experience (see INFO tab in Annex 3 - 'Qualifications key personnel'). From the outcomes of items I, II, III the average percentage per individual will be calculated. Next, these outcomes of the different individuals will be averaged into a combined average for this subject. This combined average will be used to calculate the score for this subject (e.g. a combined average of 100% will result in 2 points).

Maximum number of points per subject (10)	Assessment aspects The track record and experience of the project team are assessed on the following aspects jointly:
2 points	IV. Team Composition A short description of the team composition should be provided in Annex 3 - 'Qualifications key personnel'. A more elaborate description should be provided in the Project Documentation and will be assessed on the following aspects: • Organogram ; • Demonstrated experience of working together on previous projects of all or part of the proposed personnel and/or sub-contractors ; • Collaboration of all or part of the proposed personnel in relevant areas other than commercial projects, such as research and development, joint industry collaborations, etc.; • The added value of the proposed team in relation to the Scope of Work ; • Back-up strategy within the project team. Describe how the project manager, technical authority, and (lead) team members can be assisted/replaced if required. This will result in one percentage for the total team of 0-100% ranging from no-result / poor to very good with (some) added value (see INFO tab in Annex 3 - 'Qualifications key personnel'). This percentage will be used to calculate the score for this subject (e.g. a combined average of 100% will result in 2 points).

5.2.3 Award criterion relating to proposed use of innovative methods with added value

The Tendering Authority encourages the Tenderer to submit innovative proposals for additional "State-of-the-Art" enhancements to the IGM and the GIR that have not been covered by the basic requirements and guidelines as per the tender documentations. Innovative proposals may include advances, refinements in methodology as compared to industry standard procedures, any new and/or additional datasets to be considered and any developments in functionality or performance. The purpose of including these innovative methods in the scope is that the Tendering Authority would like to further advance the site investigation approach for offshore wind project. Therefore, collaboration between the Tenderer and R&D institutions/companies will be supported by the Tendering Authority.

A maximum two (2) innovative methods can be proposed and described in the Project documentation. For each proposed innovation, a summary matrix demonstrating the three (3) assessment criteria as described in the table below, should be added in the Project Documentation. The scoring per innovation will be based on the assessment of the combined three (3) criteria and according to the assessment method as described in Section 5.4 – 'Assessment method for qualitative award criteria'. For each of the three (3) assessment criteria 2,5 points can be scored with a maximum score of seven and a half (7,5) points per proposed innovation, (and consequently a maximum score of fifteen (15) points in total) can be awarded for the use of innovative methods.

Maximum number of points (15 points)	Assessment aspects
	Use of innovative methods with added value. These methods will be assessed according to the following three (3) assessment criteria: 1. Added value through (2,5 Points): - De-risking offshore wind development; - Improvement of final deliverables; - Quantitative uncertainty analysis of deliverable(s); - Price benefit resulting from methodology; 2. Degree of innovation through (2,5 Points): - The degree of innovation should be beyond 'state-of-the-art'; - Technology Readiness Level³; particularly innovative methods that are proposed to complete all or part of the base scope need to demonstrate a level of robustness; 3. Project impact through (2,5 Points): - Minimal impact (cost/time) on, and requirements from, other project work / contractors; - Failure of the successful implementation should not pose a risk to the quality or timeline of the (standard/non innovative) project deliverable(s). As such a risk mitigation plan for potential non-success of the innovative methods is expected; Please, provide a summary matrix demonstrating the three (3) assessment criteria for each proposed innovative method. A maximum of two (2) innovative methods can be proposed. A maximum of seven and a half (7,5) points per innovation method can be awarded.
7,5	Innovative method 1. For example, select one of the options below: - innovative method for (re)processing of geophysical (2DUHRS/3DUHRS) data to improve quality/resolution; - innovative method for (re)processing of geophysical (2DUHRS/3DUHRS) for boulder detection; - Innovative method for prediction of geotechnical parameters at the seismic trace locations; - Any other innovative method that adds value to the offshore wind development that is mature, cost-effective, and with no risk to the project.
7,5	Innovative method 2. For example, select one of the options below (but different than Innovative method 1): - innovative method for (re)processing of geophysical (2DUHRS/3DUHRS) data to improve quality/resolution; - innovative method for (re)processing of geophysical (2DUHRS/3DUHRS) for boulder detection; - Innovative method for prediction of geotechnical parameters at the seismic trace locations; - Any other innovative method that adds value to the offshore wind development that is mature, cost-effective, and with no risk to the project.

³ The Technology Readiness Level is explained here (in Dutch): <https://www.rvo.nl/onderwerpen/trl>

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

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

Max. no. of points available	Assessment aspects
20	The prices/rates are assessed on the following aspects jointly on the extent to which: The Tenderer provides all relevant (maximum) prices and rates in Annex 4. By using the relative weightings / quantities as defined by the Tendering Authority in Annex 4 'Delivery dates & Prices', a 'total Contract Price' is calculated (also referred to as 'Contract Price'). This total Contract Price is referred to as 'P'. To determine the score of the Tenderer, the following tranches and corresponding formulas are used: Offers lower than € 2,250,000,- excluding of VAT are considered unrealistic and will be excluded from the Tender. Offers higher than €3,500,000,- excluding of VAT are considered unrealistic and will be excluded from the Tender. Offers with a price of € 2,250,000,- excluding of VAT receive the maximum number of points (20) and offers with a price of € 3,500,000,- excluding of VAT receive zero (0) points. All prices between the minimum price and the maximum price will be calculated by linear interpolation using the following formula: P = Contract Price Pmin = minimum price Pmax = maximum price Score = $(20 * [(P_{max} - P) / (P_{max} - P_{min})])$

5.4 Assessment method for qualitative award criteria

During the assessment, the assessment committee will work in accordance with the following scale for the weighting of the quality criteria mentioned in section 5.2.1 and 5.2.3.

(For completeness's sake, note that for the criteria in section 5.2.2 the scale for weighting as mentioned in Annex 3 – 'Qualifications key personnel' will apply and for the criteria mentioned in section 5.3 the scale for weighting as mentioned in Annex 4 'Delivery dates & Prices' will apply).

Quality of the response	Weighting percentage of the maximum points available per preference
Very Good, with (some) added value The provided information was exceeding the expectations, all items are described with sufficient detail and is providing added value	100%
Good The provided information was aligned with the expectations, all items were provided and described with adequate detail.	80%
Satisfactory The provided information was aligned with the minimum expectations, all items were provided	60%
Not satisfactory The provided information was not fully aligned with the expectations and/or some items were not fully addressed	40%
Poor, not satisfactory at all The provided information was incomplete and did not fulfil the requested.	20%

No results Not information was provided as part of the Tender and therefore item could not be assessed.	0%
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For the individual award criterion 'Project documentation'(section 5.2.1) a minimum score of 60% of the maximum number of points should be obtained. The Tenderer should obtain a minimum of $60\% \times 55 \text{ points} = 33 \text{ points}$ for this award criterion.

For the individual award criterion 'Track record and experience of the project team (section 5.2.2) a minimum score of 60% of the maximum number of points should be obtained. The Tenderer should obtain a minimum of $60\% \times 15 \text{ points} = 9 \text{ points}$ for this award criterion.

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

Tenders that do not meet the abovementioned requirements will be excluded by the Tendering Authority and (in that case) will not qualify for award of the Contract.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

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

6.3 Assessment of award criteria relating to the assignment

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

For the award criteria in paragraph 5.2.1 (Project Documentation) and in paragraph 5.2.2 (Track record and experience of the project team) an average score of 'satisfactory' (60%) (knockout) of the maximum number of points should be obtained by Tenderer. This average is based on the average of the sub-criteria. Tenders which do not meet the above-mentioned requirements will be set aside by the Tendering Authority and will not qualify for award of the Contract. Tenders exceeding the Latest possible date for Delivery of the Final Reports, as included in Annex 4 - 'Delivery dates & Prices', will be set aside by the Contracting Authority, and will not qualify for award of the Contract.

The assessment of the tenders takes place by an assessment committee. The assessment committee consists of adequately equipped and expert assessors. Each tender will first be assessed individually by each assessor on the basis of the assessment criteria included in the Tender document. Subsequently, the assessment committee will arrive at a final assessment by consensus for each request. The final assessment per criterion is rounded to two decimal places.

Offers lower than euro 2.250.000,- (excluding of VAT) are considered unrealistic and will be excluded from further participation in the Tender. Offers higher than euro 3.500.000,- (excluding of VAT) will be excluded from further participation in the Tender.

6.4 Determination of definitive total score

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

The total score of all quality award criteria will be calculated in a mathematical way. The total score of the quality award criteria together with the score on price forms the final score of the tender. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the criterion relating to 'project documentation' (see section 5.2.1).

In the event that the highest scoring Tenderers also achieve an equal score for this sub-criterion, the Tendering authority will award the Contract to the Tenderer with the highest final score for the sub-criterion Prices and rates, exclusive VAT (see section 5.3) In the event that the highest

scoring Tenderers also achieve an equal score for this sub-criterion then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' (Annex 1) and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the Annex 1 - 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

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

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

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

7. Submission procedure for Tenders

7.1 Statement of agreement

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

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 eHerkenning

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

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

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.2 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s): Mirjam den Hartog at IUCEZteam1@rvo.nl, with a copy to mirjam.denhartog@rvo.nl.

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

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

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

7.3.3 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [TenderNed](#) or [English | TenderNed](#).

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including providing any further information requested of the Tenderer. Any costs or damage that (may) arise as a result of not awarding this tender are for the account and risk of the Tenderer.

7.3.7 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily, or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Tendering Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 section 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

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

7.3.10 Guide Information security and Privacy for suppliers

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

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

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

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

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

- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/voor-ondernemingen> or <https://www.tenderned.nl/cms/english/tenderned-foreign-businesses#>
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.

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

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

7.3.15 Structure and content of the Tender

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

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

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

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

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).

Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

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

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

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

7.3.25 Announcement of the award of the Contract

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

Standstill period

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

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

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

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

Interest in relation to the judgement

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

Annexes

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

<i>Annex 1</i>	<i>European Single Procurement document (ESPD)</i>
<i>Annex 2</i>	<i>List of reference contracts</i>
<i>Annex 3</i>	<i>Qualifications for key personnel</i>
<i>Annex 4</i>	<i>Delivery dates & prices</i>
<i>Annex 5</i>	<i>Starting points & Assumptions</i>
<i>Annex 6 – Section I</i>	<i>Draft Contract</i>
<i>Annex 6 – Section II</i>	<i>Not used</i>
<i>Annex 6 – Section III</i>	<i>General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018)</i>
<i>Annex 6 – Section IV</i>	<i>Not used</i>
<i>Annex 6 – Section V</i>	<i>Scope of Work</i>
<i>Annex 6 – Section VI</i>	<i>Quality requirements and administrative instructions</i>
<i>Annex 7</i>	<i>Complaints procedure</i>