



Tender Document

Invitation to tender in accordance with the European open procedure for the provision of Client Representatives at Doordewind Wind Farm Zone

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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
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten)
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio. Tenderers must achieve a minimum quality level. Thereafter of all the Tenders that achieve the minimum quality level the Tenderer with the lowest offer wins the Tender. Also known as 'lowest acceptable bid'.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur who has submitted a Tender or is 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-EZ	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs (EZ) – serves as process manager during this tendering process.
Memorandum of Information	A document containing the questions asked by the Tenderer(s) and answers given by the Tendering Authority, in anonymised form and, if applicable, additional information. This includes the questions submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs, who concludes the Contract with the Contractor on behalf of the Contracting Authority
Client	Where the term Client is used, this can be read as 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 Services are recorded.

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.

Specific terms

Client Representative(s) (CR) Representatives of the Netherlands Enterprise Agency during a/the geotechnical survey at sea

Services The work the Contractor is to perform for the Contracting Authority under the terms of the Contract;

Standby Contract With the Tenderer who finishes second in ranking in this European tender, a Standby Contract is concluded. In the event that the Contractor is not able to provide CR for the survey that meet the requirements, the Contract can be terminated by the Contracting Authority. After termination of the Contract, the Standby Contract is converted into a standard Contract. The Contracting Authority can then use this Contract to hire CR.

HSE Health, Safety & Environment

Remote Operation Facility The geotechnical survey contractor's office from which the geotechnical operations on the vessel are conducted and managed. The Client Representative can follow the actions here live on several screens.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the execution of services by Client Representatives (hereafter CR) for the Geotechnical Survey at Doordewind (DDW) WFZ.

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

1.1 Tendering Authority and IUC-EZ

This tendering process is conducted by the Netherlands Enterprise Agency (in Dutch: Rijksdienst voor Ondernemend Nederland, RVO).

The Procurement Office (in Dutch: 'Inkoop Uitvoering Centrum EZ' (IUC EZ)) will act as process manager during this tendering process.

The Netherlands Enterprise Agency encourages entrepreneurs in sustainable, agricultural, innovative and international business. It helps with grants, finding business partners, knowhow and compliance with laws and regulations.

The aim is to improve opportunities for entrepreneurs and strengthen their position. The Agency works for Dutch ministries and the European Union.

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

1.2 Reason for this invitation to tender

As part of its climate goals, the Dutch Government aims to have 21 GW of offshore wind energy capacity around 2032. Offshore wind farms will be built within designated Wind Farm Zones (WFZ). Wind farms outside these Wind Farm Zones are prohibited. Within the designated Wind Farm Zones, the government defines the specific Wind Farm Sites (WFS) where wind farms can be constructed, using a so-called WFS Decision ('Kavelbesluit'). This WFS 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, operate and characterize a wind farm according to a Wind Farm Site Decision. Winners of these tenders will be granted a permit and a grid connection to the mainland. RVO is responsible for obtaining and publishing the site characterization data, which can be used for the preparation of bids for these tenders.

The objective of this Tender is to select a Tenderer who is able to provide Client Representatives (CR) to monitor the geotechnical investigations required to improve the geotechnical understanding of the Doordewind WFZ. This information will be integrated into a ground model of sufficient quality to progress the design and installation requirements for offshore wind farms, including, but not limited to foundations and infield cables. The information from the investigation will be made available to all potential bidders for offshore wind farms in the Netherlands.

The Tendering Authority intends to conclude a Contract with the Tenderer who has submitted the most economically advantageous Tender (based on the Lowest acceptable bid). The future Contractor, as well as the Services/products to be performed/delivered by the Contractor, must fulfil the terms and conditions to be set by the Tendering Authority and specified in this Tender Document.

For this Tender, reference is made to the Tender for the geotechnical survey contractor, see links below. The CR is requested to be present at the vessel or at the onshore Remote Operation Facility of the geotechnical survey contractor during the execution of the offshore survey, in order to monitor the execution of the works by the geotechnical survey contractor as described in annex8 - Scope of Work of this Tender.

Link to tender documents published at TenderNed for the geotechnical tender: [Geotechnical surveys at Doordewind Wind Farm Zone - Details - TenderNed](#).

1.3 Time schedule

The schedule below applies to this tendering process.

September 25, 2024	Issuing of publication, start of tendering period.
October 8, 2024 13:00hrs (1 PM) (CET)	Closure of round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and all annexes related to this invitation to tender.
October 21, 2024	Issuing of Memorandum of Information
November 5, 2024 13:00hrs (1 PM) (CET)	Deadline for the receipt of Tenders.
November 5, 2024 up to and including November 25, 2024	Assessment of Tenders.
November 25, 2024	Announcement of the Contract award.
December 10, 2024	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
December 16, 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.
January 1, 2025	Final award and starting date of the Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

For this Tender, CR is requested to be present at the vessels or in the (onshore) Remote Operation Facility of the Geotechnical Survey Contractor. Further details are described in the following sections.

The CR shall monitor if the Services and products to be performed/delivered by the geotechnical survey contractor are executed respecting the applicable Health, Safety and Environment (HSE) and quality requirements and respecting the scope and conditions of the contract between the Client and the geotechnical survey contractor.

2.2 Scope of Work

The geotechnical survey consists of the following aspects:

- Seabed cone penetration tests (CPT) using standard piezo cones (PCPT) and seismic cones (SCPT);
- Dissipation tests during seabed PCPT;
- Thermal conductivity testing using a thermal cone penetrometer, FIELAX Vibroheat or similar as proposed by the geotechnical survey contractor;
- Vibrocore sampling;
- Boreholes with a combination of downhole sampling, downhole PCPT and downhole SCPT;
- P-S suspension logging, density logging, spectral gamma ray logging, and downhole magnetic resonance logging tests in completed boreholes.

The Services for the CR are described in detail in Annex 8 Scope of Work.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for an initial period of January 1, 2025 to 31 December 2025. If, due to unforeseen circumstances, the geotechnical survey is not completed by this last date, the Contracting Authority can unilaterally extend this Contract (for the provision of Client Representatives) under the same contractual and commercial conditions until December 31, 2026. Depending on the situation, this extension may include additional compensation for the Contractor.

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

In addition to the standard contract, the Tendering Authority also concludes one (1) Standby Contract. This Standby Contract has the same start date and duration as the standard contract.

2.4 Scope of the assignment

The Tendering Authority has estimated a maximum total contract value of EUR 596,500.- (exclusive of VAT). This value consists of the base scope of work for the geotechnical survey of EUR 488,500.- and the optional scope "Programma Aansluiting Wind op Zee" (PAWOZ), described below, which is estimated to be EUR 108,000.- (exclusive of VAT);

The estimated maximum 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 writing.

It is possible that the Services specified in the contract and/or the number of participating parties may change in the event of political, budgetary, administrative or organizational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the

targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

Standby Contract

The Contracting Authority concludes a Standby Contract with the Tenderer second in ranking in this European Tender.

In the event that the Contractor is not able to provide a CR for the survey that meet the requirements, the Contract can be terminated by the Contracting Authority, as described in section 3.2.6. After termination of the Contract, the Standby Contract is converted into a standard Contract. The Contracting Authority can then use this Contract to hire CR.

If the Tenderer who finished 2nd in ranking does not want to be considered for the Standby Contract, the number three will be eligible.

In your offer letter you must indicate whether you wish to be eligible for the Standby Contract.

Review Clause

There is a certain degree of uncertainty about the duration of this assignment. With today's knowledge it is not possible to predict the exact amount of work that has to be done to fulfil the job with 100% certainty.

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

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

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

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

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

Optional Scope

Client considers to execute an offshore geotechnical survey campaign related to the export cable route for the Doordewind Wind Farms (the PAWOZ project). Contractor could be requested to provide two CR for this project (one in the day shift, one in the night shift) at the same rates and conditions as this contract. Duration of this project is estimated to be about 60 days (including mobilisation and weather delays), execution currently scheduled for 2025. Location: Wadden Sea (within the Dutch 12 nm zone). The geotechnical survey contractor for this project is unknown at the time of this writing.

3. Requirements to this assignment

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

By submitting a Tender, you as a 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 Scope of Work

Tenderer is willing and able to execute the Services that need to be carried out under the Contract, as specified in Chapter 2 and the Scope of Work (Annex 8).

3.2 Requirements relating to Personnel

Contractor must offer ten (10) CR, up to a maximum of 4 CR simultaneously. During the execution of the Services, Contractor needs to provide CR as stated per Annex 8 Scope of Work, Section 2.3 number of Client Representatives and section 2.5 Schedule of work.

CR involved in the execution of the Services must:

- Have experience with other projects for which similar investigations are carried out, and have proven in depth knowledge on technical and contractual issues relevant for these Services;
- Have experience with the execution of geotechnical soil investigations carried out for offshore wind projects, including:
 - (Deep) CPTs with a depth between 10 and 60 meters;
 - Standard PCPTs;
 - Temperature CPTs;
 - Seismic cone CPTs;
 - Seismic seabed CPTs;
 - Performing performance dissipation tests during seabed PCPT tests and *in situ* thermal conductivity tests using a cone;
 - Executing vibrocores;
 - Drilling boreholes with a combination of sampling, downhole piezo cone penetration tests (PCPT) and downhole seismic cone penetration tests (SCPT) with target depth between 10 and 60m;
 - This includes P-S logging, Density logging, spectral gamma ray logging and downhole magnetic resonance logging;
 - Oversampling of a PCPT or SCPT stroke;
 - Preparation of borehole log and borehole laboratory testing schedule after borehole completion;
- Have experience with other projects for which similar investigations were carried out, and have proven in depth knowledge on technical and contractual issues relevant for these Services;
- Have been trained for working in the offshore environment as demonstrated by their CVs;
- Score knowledge, skills and competences to perform at European Qualifications Framework (hereafter EQF) level 4 Pre-university education (FDEng, HNC, CertHE, in the Netherlands MBO-niveau 4); (<https://europa.eu/europass/en/compare-qualifications>);
- Have at least level B2 (http://www.coe.int/t/dq4/linguistic/Cadre1_en.asp) in English language (writing and speaking);
- Have training and medical certificates valid to perform offshore work in the Dutch North Sea, including as a minimum BOSIET (Basic Offshore Safety Induction and Emergency Training'), or equivalent (applicable to the geotechnical survey downhole campaign);

- Not have any financial or other direct personal or business interests with specific results of investigations to be carried out or with specific recommendations or answers to the investigation questions. In the event of an apparent personal or business conflict of interest, the employee(s) must be immediately replaced at the request of Client;

The Contractor guarantees

- availability of the required amount of Client Representatives according to the planning and schedule of the Client and geotechnical survey contractor;
 - prompt replacement of CR in case of dropping out of representatives during the execution of the Services and can provide additional candidates if this would be required. These candidates must have at least equal qualifications as the CR initially offered during this Tender.
- 3.2.1 Variations in CR to those proposed in the Tender after commencing the Contract must be avoided as much as possible and these variations are subject to approval by the Client. Any new CR proposed, must as a minimum provide the same or better qualifications and experience as the CR proposed in the original offer. The decision whether a proposed replacement has the same or better qualifications, is up to Client.
- 3.2.2 The Contractor is given one opportunity, per CR deployment, to replace an offered CR that does not have the same or better qualifications as per the original Tender with a CR that meets the requirements (same or better qualifications as per the original CR offer). In case a CR is proposed which does not have the same or better qualifications as in the original offer, Client is immediately entitled to impose a penalty of 500.- EUR.
- 3.2.3 If the contractor also does not propose (a) CR that meets the requirements the second time, Client has the option to terminate the Contract due to breach of contract.
- 3.2.4 The timeline for proposing and accepting (a) CR is as follows:
- One month before the intended start of the offshore works, Client will provide a best estimation of the mobilisation date and location.
 - Contractor has one week to propose CR from the moment the estimated mobilisation date and location were shared by Client.
 - Client then has 2 working days for the assessment of the CR proposed by the Contractor, if the CR is not initially part of the Tender. This assessment is performed using the assessment criteria outlined in Chapter 5. The proposed CR shall obtain a minimum 70% score as outlined per the assessment criteria outlined in Chapter 5.
 - In the event that the Client concludes that the proposed CR does not meet the required 70% minimum score, Client informs the Contractor and the Contractor then has 3 working days to propose a new CR. Client is entitled to impose a penalty of 500.- EUR per day after the 3 working days deadline has passed.
 - After this, Client has the option to terminate the Contract if the new CR also does not meet the required 70% minimum score.

After mobilization, the timeline is as follows:

- One week before crew change, the crew change date can be specified with a precision of 3 days; 48 hours before crew change, the exact crew change date shall be specified.
- Contractor has one week to propose CR from the moment the exact crew change date and location were shared by Client.
- Client then has 2 working days for the assessment of CR proposed by the Contractor who were not part of the initial 10 names proposed (and approved) during the Tender phase. This assessment is performed using the assessment criteria outlined in Chapter 5. The proposed CR shall meet the required 70% minimum score as outlined per the assessment criteria outlined in Chapter 5.
- In case a CR does not meet the required 70% minimum score, Contractor has 3 working days to propose a new CR. Client is entitled to impose a penalty of 500.- EUR per day after the 3 working days deadline has passed.

- In this event, Client has the option to terminate the Contract if the new CR also does not meet the required 70% minimum score. In this case Client has the opportunity to convert the Standby Contract into a standard Contract.

3.3 Requirements relating to the prices/rates

3.3.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the Annex 4 (Rates).

By completing the Annex 4, Tenderer gives an overview of all maximum prices and rates for executing the Services under the Contract.

- The offered prices and rates are excluding VAT.
- The offered prices and rates comply with the conditions as laid down in the provisions of the Contract, as per Annex 5a.
- Prices higher or lower than the bandwidth as presented below will be set aside by the Contracting Authority and will not qualify for award of the Contract.
 - 1) Offshore rate between EUR 600.- and EUR 1,250.-
 - 2) Office rate between EUR 500.- and EUR 1,250.-
 - 3) Standby rate onshore between EUR 500.- and EUR 1,250.-
 - 4) Mobilization and demobilization rate between EUR 600.- and EUR 2,000.-
 - 5) Travel to and from the Geotechnical Survey Contractor's office in Gothenburg, Sweden; rate between EUR 600.- and EUR 2,000.-

Items 1, 2 and 3 are day-rates based on 24h. Items 3 and 4 contain a rate covering the activity of mobilization and demobilization and can contain multiple days. Details are provided in Annex 8 Scope of Work.

3.3.2 The prices/rates must be all inclusive. In any event, they must include all of the following: wage costs, overheads (e.g. accommodation and wage costs for support staff), costs relating to the use of equipment and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

Please note: in case, at the request of the Client, the Client Representative(s) will have to mobilize to or demobilize from a seaport outside of the Netherlands, Contractor can declare the actually incurred additional.

Please note: The mobilization and demobilization rate is a single item and will include all required travel days and costs during mobilisation and demobilisation.

3.3.3 Offshore transportation, offshore accommodation, subsistence, and medevac is provided by the geotechnical survey contractor; the geotechnical survey contractor is responsible for providing safety induction training, adequate facilities on any vessels (including a private cabin, office space, communication systems and messing facilities) and for providing (special offshore) Personal Protective Equipment and life jackets for the duration of the project.

3.3.4 In case the Contract is extended, the prices and rates can be adjusted once, at least 2 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.

3.4 Tax-related requirements

- 3.4.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.4.2 The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.4.3 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 (15) calendar days of the request to do so.
- 3.4.4 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, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the service 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.
- 3.4.5 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.
- 3.4.6 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.
- 3.4.7 If the Tenderer believes that its work is being taxed double (in part or in full) in both the Netherlands and a foreign country (outside the EU), then the Tenderer agrees to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. The Tenderer will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.5 Invoicing requirements

- 3.5.1 The following payment schedule applies: invoices can be sent in every month based on the actual hours/days worked.
- 3.5.2 You must include a summary of the actual hours/days worked in accordance with the applicable rates.

3.5.3 For companies established in the Netherlands

E-invoicing

Based on the purchasing conditions of the central government, you are obliged to send your invoice as an e-invoice. An e-invoice can be received and processed electronically. A PDF/email is not an e-invoice.

What information should you include?

Address your e-invoice to: RVO-energie or organisation identification number (OIN): 00000004000000163000

This is the digital address for your e-invoice. It ensures that your e-invoice arrives correctly.

State the order number/reference: WOZ2240138.

Please copy this number exactly, without additions or changes. Only then can your e-invoice be processed.

Would you like to know more about how you can e-invoice? More information can be found in the e-invoicing leaflet for the central government and via the e-invoicing Helpdesk website: helpdesk-efactureren.nl.

If the invoice is not sent via one of the above methods, this may result in the invoice not being processed or the payment term being extended.

For companies not established in the Netherlands

The section concerning e-invoicing does not apply to companies located outside of the Netherlands. These companies can send their invoice by email to RVO at Energie.Roermond@rvo.nl.

3.6 Requirements relating to social return

Social goals are no longer a side issue in the tendering process, but are becoming an essential part of the process. This is apparent in the government's procurement strategy 'inkopen met impact'¹ ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025^[2]. The agreements to be concluded as a result of this Tender, therefore, provide the possibility for the Contracting Authority, together with Contractors, to stimulate social developments that contribute to the realization of policy goals or social effects that the Dutch government considers important. Contractors are expected to contribute to these goals. This is possible through so called social return Pilot projects. The Pilot projects can only be carried out in coordination with and after acceptance of proposals by the Contracting Authority.

Social return Pilot projects

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

After the award of the contract, the Contractor must 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 [Maatwerk voor mensen](#) (in Dutch only).

Specific requirements for the social return Pilot projects

Within 60 days after the award of the Contract, the Contractor submits a proposal (project plan) for the arrangement and implementation of a social return Pilot project. The Contractor has room to translate its own ambitions/ideas for delivering social impact into a concrete proposal for a Pilot project. This proposal is in line with the possibilities and wishes of the Contracting Authority and offers the Contractor the opportunity to realize these ambitions. The goal for the (additional) social impact to be achieved with this project is concrete, ambitious, yet achievable and realistic. The proposal for a social return Pilot project will become part of the Contract after coordination with and acceptance by the Contracting

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

Authority. You will then carry out the social return Pilot project on the basis of a best efforts obligation.

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

The social return Pilot project must not involve crowding out or unfair competition in the labour 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

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

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

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

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

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

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

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

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

**Please refer to <https://ec.europa.eu/tools/ecertis/search>
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.**

4.3 Suitability Requirements

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

By signing the annex 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the

Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section.

4.3.1 Financial and economic standing

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

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

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

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

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

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

4.3.2 Reference data (technical qualifications)

The Tendering Authority has set the following Core Competences, which demonstrate experience with essential aspects of the assignment:

Provision of personnel as Client Representative, either on board of a vessel or at the geotechnical survey contractor's Remote Operating Facility, for geotechnical survey campaigns, carried out to obtain soil information, in which the monitoring contains all of the following Core Competences:

1. Review of the geotechnical survey project documents, geotechnical data and reports;
2. Acting as a CR during offshore works, executed by a geotechnical survey contractor;
3. Advise to Client on geotechnical issues and performance of the geotechnical survey contractor;
4. Report to Client on the above.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the Core Competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the Core Competence in question.

- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignments must be at least € 250,000.- (excl. VAT)

This reference assignments value must exclusively consist of the value of the aspects of the assignments that are equivalent to the services specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total. In this case the different assignments and contract values shall be clearly described.

An assignment that includes services executed by one or more subcontractors can only be used as a reference assignment 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 Services.

Evidence (**submit together with the Tender**, fill in 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 core competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The references must also demonstrate that they refer to work with a value of at least:

- EUR 250,000.- (excl. VAT)

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.

4.4 Professional/trade register extract

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

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Chapter 3. Determination of the winning Tender will be according to Section **Fout! Verwijzingsbron niet gevonden..**

5.2 Award criteria and assessment method related to Quality

The Tenderer shall submit a Project Plan and details about the proposed personnel. These deliverables will be assessed on quality (as described in detail below). You are requested to offer ten (10) CR candidates². You are requested to fill in "Annex 3 - Qualifications key personnel" for all candidates and to submit the resumés of the candidates.

Award criterion - Personnel

Assessment aspects

The score for this criterion is given by assessing the following aspects:

The scores for education level, number of previous geotechnical soil investigation executed as a CR and the number of years working as a CR, will be assigned automatically in Annex 3. The education shall be related to soil.

The scores for education level, number of projects and number of years will be averaged for the individual CR candidates. The score for each individual CR candidates must at least be 70%.

Education level

Doctoral degree (PhD)	100%
Master degree (MSc)	90%
Bachelor degree (BSc)	80%
Associate degree (AS, AAS, AAT)	70%
Pre-university education (FDEng, HNC, CertHE)	60%

EQF level as described in <https://europa.eu/europass/en/compare-qualifications>. Minimal EQF level 4 - FDEng, HNC, CertHE (MBO niveau 4 in Netherlands).

Number of similar offshore geotechnical investigations executed as a Client Representative

>30 projects	100%
26 - 30 projects	90%
21 - 25 projects	80%
16 - 20 projects	70%
11 - 15 projects	60%
6 - 10 projects	50%
3 - 5 projects	35%
1 - 2 projects	20%

Please provide the names and years of execution of the last geotechnical investigations executed by the CR (max 1000 characters). Annex 3 provides an example of a brief outline.

² During the execution of the work, Contractor shall provide CR as stated per Annex 8_Scope of Work - Sections 2.3 number of Client Representatives and 2.5 Schedule of work.

A project will be only considered as similar services when:

- The minimum duration is 14 days and;
- The survey did contain, as a minimum, the following aspects:

Deep CPTs and/ or Boreholes from 10 to 60 m and/ or Vibrocore campaigns. Surveys with other objectives such as geophysical / UXO / debris / cable route surveys are not considered to be similar.

Number of years working as a Client Representative

(Contrary to above, here similar services can be used, like for example geophysical / UXO / debris / cable survey campaigns).

>20 years	100%
15 - 20 years	90%
10 - 15 years	80%
5 - 10 years	70%
2 - 5 years	60%
0 - 2 years	50%

Please ensure that all information provided in Annex 3 is supported by the information in the CVs. In case the information from the CVs does not align with the information provided in Annex 3, the proposal will receive zero points. The Contracting Authority will check the information provided in Annex 3 and CVs for the winning Tenderer.

Award criterion – Project plan

Assessment aspects

The Project Plan is assessed on the following criteria:

- Availability of the CR management by Contractor.
- The organization of Contractor and how communication with RVO and CR will be maintained during the execution of the Services.
- How the Contractor manages the crew changes, CR availability and travel arrangements.

The Project Plan will be assessed on quality and will receive a score according to the following scoring table:

Excellent, with great added value	100%
Very good, with some added value	90%
Good	80%
Ample	70%
Satisfactory	60%
Average	50%
Fair, not completely satisfactory	40%
Unsatisfactory	30%
Poor, insufficient	20%
Very poor, insufficient	10%
No response provided	0%

The Project Plan may contain a maximum of 4 pages

The assessment of quality will occur as stated per Section 5.2. All Tenders that have been assessed, and have achieved a score of at least 70% on both the Award criterion Personnel and the Award criterion Project Plan are eligible to compete in the Tender.

Tenders that have achieved a lower score than 70% on either the Award criterion Personnel or the Award criterion Project Plan will be set aside from the tendering procedure and will not qualify for award of the Contract.

5.3 Award criteria related to Rates

For the Tenderers who have scored in total 70% or more and therefore will not be excluded, the price will be assessed.

Tenderer is requested to complete the schedule of rates in Annex 4 in which Tenderer specifies the rates that apply to the different relevant parts of the Services.

The rates are excluding VAT and in Euros. Only one of the rates can be charged per day.

Max. no. of points available	Rates (including definition)	Minimum rate (lower bound)	Maximum rate (upper bound)
60	<p>Offshore Rate (based on 12h/day)</p> <p>Including a 1 hour break. Working days in accordance with applicable Dutch regulations. Every working day offshore will be compensated with one (proven) rest day³. Only working days will be compensated by Client.</p> <p>Offshore rate will start at 00:00 the day after the mobilization / demobilization rate or office rate was charged. It is currently foreseen that this rate only applies to the geotechnical survey downhole campaign, since it is not expected that the CR will actually be offshore for the geotechnical survey seabed campaign.</p>	EUR 600	EUR 1,250
30	<p>Office Rate (based on 12h/day)</p> <ul style="list-style-type: none"> • Based on a full 24h day onshore, with a 12h working day at office(s), at home, or in a hotel at request of the client. • Food and lodging are provided by Client or can be reimbursed in special cases (to be agreed case by case) • To be on call off within 1 hour at seagoing port (if applicable) <p>Office rate starts at 00:00 the day after the mobilization / demobilization rate is charged. This rate also applies to the Services for the geotechnical survey seabed campaign where the CR works at the geotechnical survey contractor's (onshore) Remote Operation Facility in Gothenburg, Sweden.</p>	EUR 500	EUR 1,250

³ RVO expects the resting time is more or less equal with duration of the offshore trip. Therefore the CR cannot be scheduled, for example, for 5 weeks (on the vessel) and then 2 weeks off the vessel.

2.5	Standby Rate onshore (per day) The Standby Rate can be charged upon Client request only. The standby rate cannot be higher than the Offshore rate or the Office Rate.	EUR 500	EUR 1,250
5	Mobilization and demobilization (return travel) based on mobilization from a Dutch seaport (for the downhole campaign, as well as vessel visit during mobilization for the seabed campaign) The mobilization and demobilization rate is a single item that shall include all travel days and costs (transport, lodging, meals, etc) till the CR is signed onto the vessel. The mobilization and demobilization rate will be applicable till end of the day at 23:59, and will not be combined with other rates.	EUR 600	EUR 2,000
2.5	Travel to and from the Geotechnical Survey Contractor's Remote Operating Facility in Gothenburg, Sweden (return travel), applies to the seabed campaign This rate is a single item that shall include all travel days and costs (transport, lodging, meals, etc) till the CR reports at the Seabed campaign's Geotechnical Survey Contractor's Remote Operating Facility in Gothenburg, Sweden. This rate shall be applicable till end of the day at 23:59, and will not be combined with other rates.	EUR 600	EUR 2,000

5.4 Assessment of rates

In the schedule of rates in Annex 4 the score per rate is calculated. The sum of these scores leads to the total score. In requirement 3.3.1 the minimum and maximum rates are given for Offshore, Office, Standby and Mobilization and demobilization.

The Price score is calculated as follows:

Offering the minimum rate (equal to the lower bound of the range defined by the Tendering Authority) results in receiving the maximum number of points and offering the maximum rate (equal to the upper bound of the range defined by the Tendering Authority) results in receiving zero (0) points. Every other rate between the minimum and maximum rate receive a score calculated with the following formula (based on linear dependency):

$$\text{Score per individual rate} = (\text{maximum points}) * [(P_{\text{max}} - P) / (P_{\text{max}} - P_{\text{min}})].$$

P = Tenderer's Price

P_{min} = minimum rate;

P_{max} = maximum rate.

5.5 Award of the contract

The scores for the different individual rates are added up for each Tenderer that complies with the quality requirements described under 5.2; the Tenderer with the highest score on the price will be awarded 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 Chapter 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.
5. RVO will conduct a check if the winning Tenderer has no discrepancies between the information presented in the CVs provided for individual CRs and the information provided in Annex 3. The information shall be the same to be eligible to win.

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 Chapter 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

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

For the award criteria in Section 5.2 (Award criteria related to Quality) an average score of 70% of the maximum number of points should be obtained by Tenderer for both the Project Plan and each of the Proposed Personnel individually. 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.

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.

6.4 Determination of definitive total score

This Contract is awarded to the Tenderer with the Lowest Acceptable bid.

Of these qualifying Tenders, the Tender with the highest score on the rates will be awarded the Contract, see Section **Fout! Verwijzingsbron niet gevonden**. Award criteria relating to Rates.

If two or more Tenderers have an equal score on price, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the criterion Quality (Section 5.2.) In the event that the highest scoring Tenderers also achieve an equal score for this 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 Section 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

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

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):

Lex Spobeck, via e-mail IUCezteam1@rvo.nl.

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

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 17:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

- Via the Memorandum 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 before this deadline will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

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

Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).

Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).

Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs (EZ). 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 'Complaints Procedure' annex.

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this invitation to tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer

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

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

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Offer Letter	Offer Letter	Submit an offer letter in your own format. In which you at least indicate whether you wish to be eligible for the Standby Contract or not.
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	Reference Contracts	Fill in and add to TenderNed
5.2. Award criteria Annex 3	Required information concerning Client Representatives	Fill in and provide Annex 3, also provide CVs for offered personnel and add to TenderNed
Award criteria relating to the quality of the Project Plan	Project plan, 4 A4 pages	Add Project Plan to TenderNed
Award criteria Prices/Rate' annex 4	Prices/rates included in the quotation	Add Annex 4 to TenderNed

* 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:

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

7.3.18 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 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 within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

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

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

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

Interest in relation to the judgement

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

Annexes

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

- Annex 1: European Single Procurement Document (to be generated by Tenderer through the tool in TenderNed)
- Annex 2: List of Reference Contracts
- Annex 3: Qualifications Key Personnel
- Annex 4: Rates
- Annex 5a: Draft Contract
- Annex 5b: Draft Standby Contract
- Annex 6: ARVODI-2018
- Annex 7: Complaints Procedure
- Annex 8: Scope of Work
- Annex 9: Starting Points and Assumptions