



Tender Document

Invitation to tender in accordance with the European open procedure for Expert support: Calculations and advice on the (cumulative) impact of Dutch offshore wind farms and (mitigation) measures on ecology

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Definition of terms

Tendering authority	the Ministry Climate and Green Growth
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: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
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 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-KGG	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Climate and Green Growth (KGG) – 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 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 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	A statement in which the Tenderer declares his compliance with the requirements specified in this document.

Specific terminology

EIA	Environmental Impact Assessment
MER	Milieu Effecten Rapport
mer	Milieueffectenrapportage
KEC	Kader Ecologie en Cumulatie
Wozep	Wind op Zee Ecologisch Programma

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for Expert Support to Calculations and advice on the impact of offshore wind farms and mitigation measures on ecology.

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

1.1 Tendering Authority and IUC

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

The Procurement Office or Inkoop Uitvoering Centrum EZ (IUC EZ) will act as process manager during this tendering process.

RVO encourages entrepreneurs in sustainable, agricultural, innovative and international business. It helps with grants, finding business partners, know-how and compliance with laws and regulations.

RVO is part of the Ministry of Climate and Green Growth and focuses on providing services to entrepreneurs and organisations. It aims to make it easier to invest, develop and expand their businesses and projects. RVO works in the Netherlands and abroad and co-operates with governments, knowledge centres, international organisations and countless other partners.

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

1.2 Reason for this invitation to tender

The Dutch government aims to connect approximately 21 GW of offshore wind energy capacity to the grid by around 2032. In the Wind Energy Infrastructure Plan North Sea, a capacity of 30-40 GW by 2040 is considered the most realistic target. Looking beyond 2040, the demand for offshore wind energy is expected to continue growing. This development is crucial for enhancing both energy independence and energy security, and it plays a central role in achieving climate goals.

The Roadmap for Offshore Wind Energy outlines the planned tendering schedule for specific wind farm sites. For each site, a site decision must be published. These site decisions define the location and the conditions under which wind farms can be developed and operated. These requirements are necessary for the tendering process.

As part of the site decision process, an Environmental Impact Assessment (EIA, in Dutch: MER) and Appropriate Assessment are conducted. These assessments consider the possible (cumulative) impact of the offshore wind farm on protected species and habitats that occur in the North Sea, as well as the effectiveness of potential (mitigation) measures.

To support these assessments, data is required on species and habitat occurrence, behaviour, migration routes, and their responses to wind energy development. Given the dynamic nature of ecological systems and the evolving understanding of environmental impacts and (mitigation) measures, new insights continually emerge and may need to be considered in the further rollout of offshore wind energy.

The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO) is seeking expert support to assess the (cumulative) effects of Dutch offshore wind farms on protected species and habitats. In addition, strategic advice may be required based on these effects to inform site decisions and/or tender criteria - for example in relation to (mitigation) measures, knowledge gaps and development, and monitoring.

1.3 Time schedule

The schedule below applies to this tendering process.

31 October 2025	Issuing of publication, start of tendering period.
24 November 2025 17:00	Closure of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
4 December 2025	Issuing of Memorandum of Information
15 December 2025 17:00	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
15 December 2025 up to and including 23 January 2026	Assessment of Tenders.
23 January 2026	Announcement of the award of the Contract.
13 February 2026	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
4 February 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
1 March 2026	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

This tender is issued to obtain expert support in the following areas:

- I. Assessment of the (cumulative) effects of Dutch offshore wind farms on protected species and habitats. The concerning species and habitats are listed in the European Habitat and Birds Directives, and in Dutch law defined in the Offshore Wind Energy Act (Article 5 and 7), the Environment and Planning Act (Article 5.1) and the Environmental Activities Decree (Articles 11.37, 11.46 and 11.54);
- II. Provision of strategic advice based on the outcomes of these assessments, to inform site decisions and/or tender criteria - for example in relation to (mitigation) measures, knowledge gaps and development, and monitoring.

Part I: (Cumulative) effects offshore wind farms on protected species and habitats

The first part of the Works consists of assessment of the (cumulative) effects of Dutch offshore wind farms on protected species and habitats. These assessments can be used as (part of) the Environmental Impact Assessments and Appropriate Assessments for the Site Decisions.

Examples of EIAs and Appropriate Assessments for Site Decisions can be found under the "Windparken" section on [Lopende projecten en programma's | RVO.nl](https://lopendedata.rvo.nl/). The models and data inputs to be used are described in the latest KEC ([Kader Ecologie en Cumulatie - Noordzeeloket](#)) and the accompanying yearly Knowledge Base Updates. Information on the wind energy areas can be found at <https://offshorewind.rvo.nl/>.

If no applicable model is available in KEC for a specific situation to calculate ecological effects and assess this in the framework of Dutch legislation, the Contractor must apply a state-of-the-art method with approval from the Contracting Authority. If improved methods or new data become available, the Contractor may be required to incorporate them, subject to the Client's approval.

As models and data can change over time, calculations may need to be performed several times to incorporate this new information. Flexibility is required from the Contractor to allow for ad hoc updates and questions.

Part II: Strategic advice based on (cumulative) effects of offshore wind farms

The second part of the tender builds on the first part by providing strategic advice for Site Decisions and possibly for tender criteria based on previously described assessment.

This could for example be to advice on:

- (Cost)effectiveness of mitigation and compensation measures for species and/or habitats based on available data.
- Identified knowledge gaps and recommendations on additional research and monitoring strategies.

General remarks regarding scope

The workload is expected to vary, depending on tender timelines and other factors. The Contractor is therefore expected to be flexible to accommodate new requests on a short-term basis.

Several ministries have programs focused on collecting information and data on the ecology of the North Sea in relation to offshore wind (e.g. Wozep, MONS, Natuurversterking Noordzee). The Contractor should be aware of these programs and their research; coordination between these programs and the works of this Contract is the responsibility of the Contracting Authority.

2.2 Lots

The invitation to tender has not been divided into lots, because of the nature of the work. There is no (unnecessary) aggregation of assignments because the assignment is a single entity; there is no question of multiple contracts. Therefore, the tender is not divided into lots because the contract is inseparable and therefore cannot be divided into lots.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 3 years, with a maximum of 4150 hours.

If the maximum hours of 4150 are exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Agreement without compensating the Contractor for this, in whatever form. See further in this regard the provisions in the (draft) Agreement.

2.4 Scope of the assignment

The Tendering Authority has estimated a total maximum contract value of EUR 830.000 (exclusive of VAT) and a minimum contract value of EUR 415.000.

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 such circumstances occur, the Contracting Authority will consult with the Contractor.

3. Requirements to this assignment

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

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and the Memorandum(s) of Information 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

Tenderer is willing and able to execute the products and services that need to be carried out under the Agreement, as specified in Chapter 2. 'Services' means all the work that the Contractor is required to carry out in accordance with the provisions of the agreement.

You set up a team that is able to cover all requested fields of expertise, and have demonstrable experience which are the following:

- **(Cumulative) Impact assessment calculations** for wind farms in the North Sea on **protected** species and habitats in agreement with Dutch and European legislation, using the knowledge basis that is input for the latest KEC version.
- **State-of-the-art models from the KEC for Dutch offshore wind farms** used for impact assessment calculations for protected species and habitats; identification of relevant data inputs and (use of) outputs.
- **Expert knowledge** on protected species and habitats in the Dutch North Sea, knowledge of research programs focused on protected species and habitats on the Dutch North Sea, knowledge of recent studies and data sources and experience with designing monitoring and research strategies to address knowledge gaps. The required areas of expertise are protected species and habitats that are impacted by offshore wind development in the North Sea, which include as a minimum:
 - o Birds (migratory birds, seabirds, coastal birds and songbirds)
 - o Bats
 - o Marine mammals
- **Ecological measures** applied in offshore wind, to minimise or avoid impact, or to enhance positive impact, and (cost) effectiveness of these measures.

3.2 Requirements relating to the core team of experts

You are requested to offer at least 1 senior expert and 1 back-up expert per expertise, and one lead expert as point of contact for the Contracting Authority. The lead expert may also be the expert for a specific expertise.

As expert, you are expected to have over 5 years of relevant work experience.

3.3 Requirements relating to level of education and experience of experts

Contractor guarantees provision of experts with at least the following qualifications:

- Education at EQF level 6 as minimum ([find and compare Qualifications Frameworks](#))
- Communication skills (English, oral and written) have at least level C1 in the common European Framework of Reference for Languages (CEFR).

3.4 Requirements relating to the availability of experts

Contractor guarantees the commitment and availability of the proposed experts during the lead time of the Agreement.

Contractor guarantees prompt replacement of expert(s) in case of dropping out of its candidates during the execution of the work and can provide replacement candidates with at least similar qualifications and under the same commercial conditions if required.

The acceptance of replacement candidates will only occur after approval by the contracting authority/RVO. The contracting authority/RVO reserves the right to dismiss provided replacement candidates if the level of education, expertise, experience level are not proficient in relation to the previous experts¹.

3.5 Requirements with respect to independency

Contractor and subcontractors do not have any financial or other direct personal or business interests in the specific results of the investigations to be carried out or in specific recommendations or answers to the investigation questions.

Contractor must avoid the appearance of dependence or of a conflict of interests. Should they occur, they must be reported immediately to the Contracting Authority.

Contractor and subcontractors do not perform work with a potential conflict of interest during the lead time of the contractual Agreement.

3.6 Requirements relating to the prices/rates

3.6.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Annex 4 Prices/Rates'.

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

Rates offered for the Agreement (including the optional scope) must be:
for experts between € 100 and € 200 / h (excl. VAT)

Hourly rates should fit the level: the hourly rate for a senior expert is equal or higher than the hourly rate for an expert.

3.6.3 International travel costs will be reimbursed (economy class). Other costs (when travelling abroad) can be reimbursed to a maximum of the EC per diem rates. Per diem rates cover accommodation, meals, local travel within the place of mission and sundry expenses.
https://international-partnerships.ec.europa.eu/document/download/167fc5d8-015b-4a51-85b1-266891fbcc21_en?filename=per-diem-rates-20241108_en.pdf

3.6.4 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.

By completing the Appendix 'Prices/rates', Tenderer gives an overview of the maximum rates for executing the services under the Agreement. When completing the price format, you state the prices and rates as follows:

¹ Also see Article 6.1 of the Arvodi.

- the amount excluding VAT;
- the VAT amount and;
- the amount including VAT.

The price/rates must be “all-in”: this includes e.g.: the salary costs, the overhead costs (such as accommodation expenses and salary costs of non-productive staff), the costs for support work, the costs for the use of equipment (including PCs, incurred for the purpose of the contract and the profit, the insurances costs, travel and accommodation expenses, etc.) The rates must be expressed in euros.

The agreed rates are fixed at least until January 1st 2028. Requests for indexation can be submitted only once, exclusively in the month of October 2027. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: contractmanagement@RVO.nl.

Prices and rates may be adjusted in line with the price index published by Statistics Netherlands for hourly rates of pay, including special remuneration established under collective labour agreements, in the business services sector. For this purpose, the figure for the preceding month will be used, with the index for the starting date of the contract being set at 100%.

Contractor must submit a specified request for indexation together with a print of the information form Statistics Netherlands and make reference to the Contract with Contracting Authority concert. The request will contain the old prices/rates versus the new prices and rates.

Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.

3.7.5 The Tenderer will not submit any zero or negative prices/rates.

3.7 Tax-related requirements

- 3.8.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 You are 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 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.
- 3.8.5 You guarantee 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.

- 3.8.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.8.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree 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. You 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.

3.8 Invoicing requirements

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

3.8.3 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: WOZ2250226.

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.

3.9 Requirements regarding social return

Social goals are no longer a side issue in the tendering process but are becoming an essential part of the process. This is apparent in the government's procurement strategy 'inkopen met impact'² ('procurement with impact') and the National Plan for Socially Responsible Procurement 2021-2025³. The agreements to be concluded as 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. Proposals for social return pilot projects can only be submitted on

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

³ <https://www.rijksoverheid.nl/documenten/kamerstukken/2021/01/22/kamerbrief-nationaal-plan-maatschappelijk-verantwoord-inkopen-2021-2025>

request and after initiation by the Contracting Authority. The pilot projects can only be carried out in coordination with and after acceptance of proposals by the Contracting Authority.

Social return pilot projects

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

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

More information about the social return pilot projects can be found at www.maatwerkvoormensen.nl (in Dutch only)

Specific requirements for the social return pilot projects

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

The 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 a level of ambition to be agreed upon for (additional) social impact during the remaining term of the agreement. Parties can agree on modifications in the pilot project in writing. The pilot project has a wage bill of approximately 2 percent. The social return pilot project must not involve crowding out or unfair competition in the labor market, whereby the social impact achieved is at the expense of other people's jobs.

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

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

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

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.

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. 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:

- The tenderer has demonstrable experience with conducting calculations on the (cumulative) impact of offshore wind development on protected species in the North Sea, making use of state-of-the-art KEC models or models in EIAs for Dutch offshore wind farms.
- The tenderer has demonstrable experience with and knowledge of all protected species groups or habitats in the Dutch North Sea (bats, birds, marine mammals) and the impact of offshore wind on these species groups.
- The tenderer had demonstrable experience with assessing impact of offshore wind development on compliance with the Dutch Legislation in regards to nature-protection (Omgevingswet and Wet Windenergie op zee).

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 five years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.

The total value of the reference assignments must be at least 100,000 euros. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments 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.

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

Evidence (submit together with the Tender, fill in Annex 2 '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.

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

- EUR 100,000.- (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 practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

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

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3. Please note that for some criteria, a maximum amount of pages is defined. **Exceeding this amount results in no assessment of the excess pages.**

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

Paragraph number	Subject	Maximum number of points to be obtained
§ 5.2.1	Award criteria relating to quality of experts	40
§ 5.2.2	Award criteria relating to availability of experts	10
§ 5.2.3	Award criteria relating to Plan of Action	30
§ 5.2.4	Award criteria relating to Prices/Rates: Annex 4	20
	Total	100

5.2 Quality criteria

5.2.1 Award criteria relating to quality of experts

Max. no. of points available	Assessment aspects
40 points	You are requested to fill in “Annex 3 - Qualifications key personnel” for all experts and to submit the resumés of the experts. For the Team Composition and Expertise Strategy you are requested to describe this in a maximum of 3 pages. In case the amount of pages is more than 3 pages, up until the 3 pages will be reviewed. - Team Composition and Expertise Strategy: Describe the team structure and task distribution, ensuring all necessary skills and knowledge are covered for the project goals. The description may contain a maximum of 2 pages. In case the amount of pages is more than 2 pages, up until the 2 pages will be reviewed. - Expert Profiles and Relevant Experience: The qualifications of the experts will be evaluated based on their individual profiles, which should include: - o Relevant Education and Training: Information about the experts’ educational backgrounds, relevant certifications, courses, and specialized training. - o Experience in Relevant Areas: the level of expertise within the team will be scored based on key areas relevant to the successful execution of the project:

	▪ (Cumulative) impact assessment of offshore wind on birds/bats/marine mammals and habitats: The team should demonstrate their experience in performing (cumulative) impact assessments for offshore wind on birds/bats/marine mammals in the North Sea within the framework of Dutch law, making use of state-of-the-art KEC models and methods . ▪ Strategic advice : the team should demonstrate their experience in providing strategic advice on (cumulative) Environmental Impact Assessments for protected species and habitats in the North Sea. This includes (but is not limited to) advice on additional monitoring and research strategies and (mitigation) measures to address knowledge gaps or reduce the impact. Assessment basis: - The extent to which the team composition is sufficient for successful execution. - The extent to which the knowledge and experience level of the project team is sufficient for successful completion of the assignment. The first sub criteria (Team Composition and Expertise Strategy) has a maximum scoring of 10 points. The second sub criteria (Expert Profiles and Relevant Experience) has a maximum of 30 points. 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 may check the information or parts thereof provided in Annex 3 and CVs for the winning Tenderer.
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5.2.2 Award criteria relating to availability of experts

Max. no. of points available	Assessment aspects
10 points	For this award criteria you are requested to describe this in a maximum of 2 pages. In case the amount of pages is more than 2 pages, up until the 2 pages will be reviewed. You are requested to specify the measures taken to secure the availability of the required experts and the specific measures for providing backup capacity to guarantee availability during the duration

	of the project and knowledge sharing and management to ensure continuity. • Internal procedures how experts are assigned to the project. This part should include a description of how the Contractor ensures availability of the experts throughout the project, how the ad hoc nature of the works is addressed and how the Contractor addresses more than one request in parallel. • Internal or external (sub-contracted) back up capacity in case of non-availability of both the main and back-up expert or if the work package requires more than 1 person, and procedures on how this capacity is assigned. • Additional internal or external (sub-contracted) capacity on protected species (groups) or habitats that are not included in the list under 3.1. Also include procedures on how this capacity is assigned. • How knowledge sharing and knowledge management is organised in such a manner that continuity of knowledge and quality of the services it guaranteed, despite potential changes in key personnel. As part of the backup, CVs from spare persons must also be submitted. Note that the assessment of quality and availability of the experts will be based on the main experts. Assessment basis: - The extent to which the procedure for assigning the experts and back up experts is sufficient for successful completion of the assignment. - The extent to which the capacity is sufficient for successful completion of the assignment. - The extent to which continuity of knowledge and quality of the services is assured.
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5.2.3 Award criteria relating to Plan of Action

Max. no. of points available	Assessment aspects
30 points	For this award criteria you are requested to describe this in a maximum of 12 pages. In case the amount of pages is more than 12 pages, up until the 12 pages will be reviewed. You are asked to provide a plan of approach. This plan will be assessed based on the following aspects: - Detailed Approach Description of Calculations for Impact of Offshore Wind on Protected Species and Habitats: Provide a thorough explanation of the proposed methodology, with a stepwise description including reasoning. - Adaptation to New Insights: Provide insights on the approach to remain flexible and responsive to new insights

	and methods that may arise throughout the project, explaining how the team will incorporate these changes efficiently, also during the execution of an impact assessment. - Advisory Role: Demonstrate the plan for fulfilling an advisory role, particularly advising on - o (Cumulative) impact assessments of offshore wind on protected species and habitats; based on the impact assessments, the Contractor should provide strategic advice on knowledge gaps and bottlenecks regarding the direct goals of the Site Decisions and should provide advice on additional research to address these knowledge gaps. - o If the assessment shows a species (group) or habitat is impacted by offshore wind development, advice is required on strategies to lower or avoid the impact, for example by means of further research or (mitigation) measures. - o If (cost-) effectiveness of mitigation or compensation measures are not well known, recommendations should be made on how to deal with this issue. Assessment basis: - The extent to which tenderer has insight into the purpose of the contract and in which the working method and resources to be used make a convincing and realistic contribution to the purpose of the contract. - The ability to adapt to new insights without compromising the overall project timeline and goals. - The extent to which the tenderer is able to play an advisory role. - The extent to which the answer provided is concrete, clear and realistic.
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5.2.4 Award criteria relating to Price

By completing the Annex 4 'Prices/rates' for the lot Tenderer applies for, Tenderer gives hourly rates for senior and junior experts to be charged for this contract.

Max. no. of points available	Assessment aspects
20 points	Price will be assessed based on the hourly rate of the experts. This will result in P : Score will be determined with the formula: P between € 100,- and € 200 excl. VAT: score between 0 (zero) and 20 points, in which score = $20 - (20/(200 - 100)) * (P - 100)$.

5.3 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the quality criteria.

Expert support: Calculations and advice on the (cumulative) impact of Dutch offshore wind farms and (mitigation) measures on ecology

Answers	Percentage of maximum number of points to be obtained per award criteria
Excellent The answer excels on all requested assessment grounds and goes above and beyond what was requested.	100%
Good The answer is thorough on the requested assessment grounds and goes above and beyond what was requested.	80%
Very satisfactory The answer is more than adequately answered and meets the requested assessment grounds.	50%
Satisfactory The answer meets the expectations.	30%
Not satisfactory The answer does not meet expectations and falls short on the requested assessment ground.	10%
No answer Answer has not been provided	0%

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

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

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

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any 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.

6.4 Determination of definitive total score

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

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion quality of experts. If two or more Tenderers have an equal score for the subcriterion quality of experts, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the subcriterion plan of action. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

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

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

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

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 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 a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum(s) of Information and declares that he will continue to comply therewith throughout the entirety of the contract period and that Tenderer agrees to the statement in Annex 7, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

Once you have indicated your interest in this invitation to tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed. You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system. If the communication cannot be conducted via TenderNed, you can contact the following contact person(s):
Lex Spobeck, via e-mail iucrvoteam2@rvo.nl.

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

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

7.3.2 eHerkenning

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

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

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

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

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

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

Answers from the Tendering Authority

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

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.

Any costs or damage that (may) arise as a result of not awarding this Tender are for the account and risk of the Tenderer.

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

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

7.3.9 Information about the Tenderer's obligations

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

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

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

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy and Green Growth. 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
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	Reference Contracts	Fill in and add to TenderNed
Annex 7	Statement on sanctions	Fill in and add to TenderNed
Award criterion 5.2.1 Quality of experts	Required information concerning experts	Add Description and Annex 3 to TenderNed
Award criterion 5.2.2 Availability of experts	Required information concerning availability of the experts	Add Description to TenderNed
Award criterion 5.2.3 Plan of Action	Plan of Action	Add Plan to TenderNed
Award criteria Prices/Rate' annex 4	Prices/rates included in the quotation	Add Annex 4 to TenderNed

* See Subsection 7.3.16 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 were published together with the Tender document.

Annex 1: European Single Procurement Document

Annex 2: Reference contact

Annex 3: Qualifications key personnel

Annex 4: Price/rates

Annex 5: Draft contract

Annex 6: ARVODI-2018

Annex 7: Statement on sanctions

Annex 8: Complaints Procedure