



Ministry of Economic Affairs  
and Climate Policy

## **Tender Document**

### **Invitation to tender in accordance with the European open procedure for Expert support cost effectiveness and business case analyses for future offshore wind farm sites**

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## Definition of terms

Tendering Authority	The Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> )
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i> )
Most Economically Advantageous Tender (MEAT)	The Tender that achieves the highest definitive total score based on sum of weighted scores for price and quality.
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.
Services	The work that the Contractor is to perform for the Contracting Authority under the terms of this Service Contract.
IUC-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO.nl), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymized form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written Framework Agreement between the Contracting Authority and the Contractor in which the conditions of the Services are recorded.
Call-off	The order from the Contracting Authority to the Contractor to carry out an Assignment under the Framework Agreement.

Assignment	Each individual concrete task (task order/ work order) the Contracting Authority requests the Contractor to carry out by means of a Call-off order.
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.
Law	The Contract is governed by Dutch law.

### Specific terminology

AC	Alternating Current
AEP	Annual Energy Production
CapEx	Capital Expenditure
CET	Central European Time
CEST	Central European Summer Time
CfD	Contract for Difference
DecEx	Decommissioning Expenditure
DevEx	Development Expenditure
DC	Direct Current
EYA	Energy Yield Assessment
GVA	'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden')
GW	Gigawatt
GWh	Gigawatt hour
HVAC	High Voltage Alternating Current
HVDC	High Voltage Direct Current
IRR	Internal Rate of Return
KPI	Key Performance Indicator
LCoE	Levelized Cost of Energy
MW	Megawatt
MWh	Megawatt hour
NM	Nautical Mile
NPV	Net Present Value
OpEx	Operational Expenditure
OCS	Offshore Converter Station
OSS	Offshore Substation
O&M	Operation and Maintenance
OWF	Offshore Wind Farm
PPA	Power Purchase Agreement
TSO	Transmission System Operator
TW	Terawatt
TWh	Terawatt hour
VALCoE	Value Adjusted Levelized Cost of Energy
WTG	Wind Turbine Generator

# 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 cost effectiveness and business case analyses for future offshore wind farm sites.

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

## 1.1 Tendering Authority , RVO and IUC-EZK

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

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

The Netherlands Enterprise Agency (RVO) is an agency of the Dutch Ministry of Economic Affairs and Climate Policy, but works for nearly all Dutch ministries, decentralized authorities and the EU. RVO makes policies, schemes and subsidies available to entrepreneurs and organizations. RVO is tasked with stimulating entrepreneurs in sustainable, agricultural, innovative, and international business and acts as an international network facilitator.

RVO plays a key role in developing offshore wind energy in the Netherlands by implementing government policy and coordinating the project preparation and project development.

RVO supports the implementation of the national Offshore Wind Energy Roadmap, coordinating with other actors such as TenneT, who are responsible for the offshore grid connection (including offshore substations/ converter stations, export cables and shore-connections).

RVO prepares and organizes the permit tenders for the offshore wind farm sites in the Netherlands, in which developers can submit their bid for the development of an offshore wind farm site. Well in advance of the start of a permit tender, RVO conducts site investigations for planned offshore wind areas (metocean, soil, archaeology, ecology, etc.). All site investigation data are published through RVO, so developers can use the same information base. This helps create a level playing field in tenders and reduces project development costs.

Overall, RVO acts as a bridge between government policy and offshore wind project development, helping to accelerate the transition to a more sustainable energy system.

## 1.2 Reason for this invitation to tender

As part of its climate objectives and with the ambition to decrease the dependency on foreign countries for the energy supply in The Netherlands, the Dutch government has defined a Roadmap to (approximately) 23 GW of offshore wind energy. This roadmap includes a schedule of tenders for permits for offshore wind farm sites. To explore whether the planned offshore wind farm sites are economically viable, cost effectiveness studies and business case analyses are conducted.

The Contracting Authority intends to conclude a framework agreement with one single Contractor, who will provide expert support to carry out the studies. The aim of these studies is to gain insights into (amongst others) the business case and energy yields of future offshore wind farm sites. These insights can be used for zoning of future wind farm sites, for optimizing the business case and for optimizing the annual energy yields.

For the tender, RVO expects the studies to be about the following wind farm sites/ wind farm zones/ "wind energy areas"<sup>1</sup>:

- IJmuiden Ver Gamma
- Nederwiek I, II and III

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<sup>1</sup> Information can be found on the RVO website <https://offshorewind.rvo.nl>

- Hollandse Kust West VIII
- Doordewind
- Ten noorden van de Waddeneilanden
- Search Area 6/7
- other Search Areas, yet to be assigned as “wind energy area”

### 1.3 Time schedule

The schedule below applies to this tendering process.

21 <sup>th</sup> of May 2026	Issuing of publication, start of tendering period.
12 <sup>th</sup> of June 2026 13:00 CEST	Closure of round 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).
24 <sup>th</sup> of June 2026	Issuing of Memorandum of Information
6 <sup>th</sup> of July 2026 13:00 CEST	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
7 <sup>th</sup> of July up to and including 29 <sup>th</sup> of July 2026	Assessment of Tenders.
30 <sup>th</sup> of July 2026	Announcement of the award of the Contract.
14 <sup>th</sup> of August 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
19 <sup>th</sup> of August 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.
20 <sup>th</sup> of August 2026	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 period(s). In such a case, timely notification of the new period(s) will be provided digitally via TenderNed.

## **2. Description of the Services**

### **2.1 Description and objective of the Services**

This tender is issued to secure expert support for conducting cost effectiveness and business case analyses for future offshore wind farm sites in The Netherlands. The studies shall provide insights into key economic and technical performance indicators of offshore wind farms, such as through Levelized Cost of Energy (LCOE), values of the main financial components of the offshore wind farm (DevEx, CapEx, OpEx, DecEx), Internal Rate of Return (IRR), Net Present Value (NPV) and annual energy production (AEP).

RVO expects the selected party to perform and report on the conducted studies to a high standard and to take on an advisory role regarding any substantive questions related to shaping the project. For expert support, RVO requests expertise in designing and optimizing offshore wind farm layouts, including the ability to propose baseline and alternative offshore wind farm configurations. Skills in strategic zoning, energy yield analysis, and cost modelling are essential to support informed financial and planning decisions. Proficiency in cost-effectiveness metrics, such as LCoE or similar KPIs, is required, along with the ability to actively engage in expert consultations and provide specialized insights and advice.

RVO will provide the tenderer with information such as (amongst others) site boundaries, exclusion zones and specific constraints related to hub height and rotor diameter. Tenderer shall use its own benchmark values for cost inputs associated with e.g. raw materials or vessel rates. Technical inputs such as turbine specifications, water depth, soil data and wind speed can be gathered from public domains or resources available to tenderer.

While there is a clear split in the responsibilities for the development of the different parts of an offshore wind farm in the Netherlands, the Contracting Authority may opt to include the grid connection in the calculations (despite TenneT being responsible for this scope), in order to obtain a complete picture on the total cost for the government that are involved in the development of offshore wind in the Netherlands.

Current challenges ("hot topics") such as System Integration, wake effects, CfDs and the fact that space is becoming scarce also at sea, optimizations in those expects will be part of the assignments.

### **2.2 Lots**

The invitation to tender is not 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. The Tendering Authority has estimated a maximum total contract value of EUR 900,000 (excluding VAT).

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.

### **2.4 Scope of the Services**

It is possible that the services specified in the Contract may change in the event of political, budgetary, administrative or organizational developments within the Dutch government. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

Tenderer is willing and able to perform the Services that need to be carried out under the Contract, as specified in this Tender document.

Description of the process for a Call-off order/ an individual assignment:

During the duration of the Contract, the Contracting Authority can instruct the Contractor to perform several separate Assignments. Typically, the process will be as follows:

- Contractor receives a Call-off order from the Contracting Authority to carry out an Assignment
- Contractor makes a short proposal on methodology of the response
- (if required): Q&A session between Contractor & Contracting Authority to clarify the Assignment in a (online) meeting
- Contracting Authority approves Contractor's proposal
- Contractor prepares & submits draft results
- Contractor presents the draft results in a (online) meeting, in which the Contracting Authority shares comments and questions
- Contractor updates the results and submits these
- After approval of the reports by the Contracting Authority the final reports are shared with relevant governmental institutions and will be published

When required, Contractor participates in expert discussions and provide insights based on specialized knowledge.

After requesting a proposal for an Assignment (Call-off order), the Contracting Authority expects to receive a proposal for this Assignment within 3-5 days. Typically an Assignment takes 2-12 weeks from the moment the Assignment was shared by the Contracting Authority (the Call-off order) till completion, depending on the urgency and type of the Assignment.

### 3. Requirements to this Contract

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

**By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period and that you agree to the statement in Annex 8 , arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, you confirm that you will comply with all of the specified hourly rates. 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

During the Contract the Contractor can be ordered to conduct a study that can contain elements of any of the areas of expertise/ key competences described below, mostly a combination of multiple disciplines (due to the interfaces/ the fact that they are interconnected). The Contractor shall not only master the separate disciplines but also be capable of integrating the four areas of expertise and understand how they affect each other.

- 1. Offshore Wind Economics & Finance** - Develop accurate cost models that inform financial planning and decision-making.
  - LCoE modeling and alternative economic indicators (e.g. VALCOE)
  - Revenue modeling (Energy market/ price dynamics, PPAs, CfDs, NPV, IRR)
  - DEVEX, CAPEX, OPEX, DECEX calculations
  - Sensitivity and risk analysis (scenario analysis, key drivers)
- 2. Offshore Wind Farm Technology & Energy Yield Modeling** (specifically for projects in the North Sea); extensive knowledge of the technology of OWF components.
  - WTG performance and availability modeling (including Power curves, Degradation and lifetime assumptions)
  - Energy yield assessments (AEP)
  - Wind resource and Wake modeling

The Contractor can expect assignments related to how these are impacted by e.g. overplanting, power density variations, new turbine technologies, different trade-offs between rotor swept area and generator ratings, etc.
- 3. Offshore Wind Farm Design & Spatial Optimization**
  - OWF layout design and optimization
  - Infield cable design and routing
  - Spatial constraints and zoning
  - Trade-offs between Layout density, Wake effects, Cabling costs
- 4. System Integration, Grid & Infrastructure Optimization**
  - Grid connection constraints, Export cable optimization
  - Curtailment and conditional transmission rights (e.g. partly non-firm)
  - Energy conversion (electrons to molecules) or storage (batteries or similar), either at sea or on land

#### 3.2 Requirements relating to the team of experts

You are requested to offer 3 senior experts and 1 junior expert as main experts. A senior expert shall have more than 5 years of relevant work experience. A junior expert shall have a minimum of 1 year of relevant work experience. Work experience is considered relevant when the work is similar to the areas of expertise described in Section 3.1.

In addition to the main team, back up experts shall be offered.

The ratio in hours between junior and senior should be indicated, a guideline is 80% senior expert and 20% junior expert activities.

### **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 Contract.

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

The acceptance of replacement candidates will only occur after approval by the Contracting Authority. The Contracting Authority reserves the right to dismiss provided replacement candidates if the level of education, expertise, or experience level are not of similar or higher level than the originally offered experts<sup>2</sup>. Furthermore, the four different disciplines described in Section 3.1 shall still all be covered by the team of experts.

Any online meetings between the Contracting Authority and the Contractor will be scheduled during office hours in the Netherlands (time zone CET/ CEST). Contractor is expected to conform to this scheduling requirement.

### **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 hourly rates**

3.6.1 The Tenderer will provide an overview of the hourly rates applicable to this Contract by filling in the Annex 2 titled 'Hourly Rates'.

3.6.2 The Hourly 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 Contract, insurance costs, any applicable costs for [e-invoicing](#).

The offered Hourly Rates must be:

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<sup>2</sup> Also see Article 4 of the ARVODI 2025.

for Senior experts between € 120 and € 190 / h (excl. VAT)  
for Junior experts between € 75 and € 120 / h (excl. VAT)  
Tenderers that offer rates outside the defined ranges will be disqualified.

3.6.3 The agreed hourly rates are fixed and invariable for the duration of the Contract.

### **3.7 Tax-related requirements**

- 3.7.1 The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.7.2 The Tenderer/Contractor 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.
- 3.7.3 If the Tenderer/Contractor 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.
- 3.7.4 Contractor 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, Contractor is liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
- 3.7.5 Tenderer/Contractor guarantees that the amounts specified in its Tender 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.
- 3.7.6 Contractor indemnifies the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
- 3.7.7 If Contractor believes that his work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then Contractor 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 Contractor in its Tender. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then Contractor agrees to provide a sworn translation of this statement.

### **3.8 Invoicing requirements**

- 3.8.1 The following payment schedule applies: invoices can be sent quarterly, based on the actual amount of hours worked.
- 3.8.2 You must include a summary of the actual hours worked in accordance with the applicable rates.
- 3.8.3 The companies not registered in the Netherlands can send their invoice by email to RVO at [Energie.Roermond@rvo.nl](mailto:Energie.Roermond@rvo.nl).

## 4. Requirements concerning the Tenderer

### 4.1 Introduction

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

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

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

### 4.2 Exclusion Grounds

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

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

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 Chapter 7 for information on how to submit a Tender in collaboration with other organizations. 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 Article 2.89 of the Public Procurement Act.  
<https://wetten.overheid.nl/BWBR0032203/2025-09-01>

The evidence consists of:

1. Extract from the Trade Register (no older than 6 months counted from the time of submission of the Tender, see §4.4 of this tender document);
2. 'Certificate of Conduct for procurement' (in Dutch: 'Gedragsverklaring Aanbesteden') – (no older than 2 years counted from the time of submission of the Tender);
3. Tax statement (no older than 6 months counted from the time of submission of the Tender)

**Please refer to [eCertis](#)**

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

The Tendering Authority, to which a Tenderer submits evidence in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 of the Public procurement Act do not apply to the Tenderer, can also accept evidence 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.

### **4.3 Suitability Requirements**

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

By signing the Annex 1 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this section. These Suitability Requirements are further specified in the subsequent subsections.

#### **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 authorized 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 Contract:

1. The Tenderer has experience with conducting LCOE studies for Offshore Wind Farms, including cost estimations (DEVEX, CAPEX, OPEX, DECEX), revenue estimations (energy market, PPAs, CfDs), and sensitivity and risk analysis;
2. The Tenderer has experience with Offshore Wind Farm Technology (WTGs and other hardware) & Energy Yield Modelling (specifically for projects in the North Sea), including WTG performance and availability modeling, Wind resource and Wake modeling;
3. The Tenderer has experience with Offshore Wind Farm Design & Spatial Optimization, including Infield cable design and routing, Spatial constraints and zoning;

4. The Tenderer has experience with System Integration, Grid & Infrastructure Optimization, including Grid connection constraints, Export cable usage optimization, Curtailment and conditional transmission rights (e.g. partly non-firm) modeling, Energy conversion (electrons to molecules) or storage (batteries or similar)

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

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

The total value of the reference contracts must be at least EUR 200,000.- (excl. VAT). Each individual reference contract must have a minimum contract value of EUR 20,000.- (Excl VAT). The reference contract value must exclusively consist of the value of the aspects of the assignment that are equivalent to the Services described 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 may be combined into a cumulative total.

Contracts including one or more subcontractors can only be used as reference contracts 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 Contract.

Evidence (submit together with the Tender) the completed Annex 6 (reference contracts):

You must provide at least one reference contract for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The references must also demonstrate that they have a combined value of at least EUR 200,000.- (excl. VAT)

The reference contract must have been executed or completed within the three years prior to the closing date for the submission of tenders. If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

#### **4.3.3 Quality assurance (technical qualifications)**

By signing the 'European Single Procurement Document', the Tenderer declares that the Tenderer possesses a valid, certified quality management system according to ISO 9001 (or an equivalent system), the certificate for which was drawn up by a certification institution recognised within the national or international accreditation structure.

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

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

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

- Provision of a copy of the ISO 9001 certificate (or an equivalent system).

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

#### **4.4 Professional/trade register extract**

The Tendering Authority expects the Tenderer to be authorized 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 authorized representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who it intend to award 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 Article 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorization of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorization 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 authorized to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration, 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 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 Chapters 3 and 4.

A maximum of 100 points can be obtained by the Tenderer.

Section number	Subject	Maximum number of points to be obtained
5.2.1	Award criteria relating to quality of the team of experts	30
5.2.2	Award criteria relating to availability of experts	10
5.2.3	Award criteria relating to Plan of Action	40
5.3	Award criteria relating to Hourly Rates	20
	Total	100

### 5.2 Quality criteria

#### 5.2.1 Award criteria relating to quality of the team of experts

Max. no. of points available	Assessment aspects
<p>30 points;</p> <p><u>20 points</u> for the deliverable comprising <u>Annex 7 and the CVs</u>;</p> <p><u>10 points</u> for the deliverable comprising the <u>description of the Team Composition and Expertise Strategy</u></p>	<p>For this criterion, the Tenderer shall submit two deliverables. The first deliverable concerns the individual experts. The Tenderer is requested to fill in "Annex 7 - Qualifications key personnel" for all experts and to submit the resumés of the experts. The description of the Team Composition and Expertise Strategy is the second deliverable.</p> <ul style="list-style-type: none"> <li>- <b>Expert Profiles and Relevant Experience:</b> The qualifications of the experts will be evaluated based on their individual profiles, which should include: <ul style="list-style-type: none"> <li>o <b>Relevant Education and Training:</b> Information about the experts' educational backgrounds, relevant certifications, courses, and specialized training.</li> <li>o <b>Role and Task Distribution:</b> A breakdown of each expert's specific role within the project, including deployment in terms of hours, and why you think this is the right person for the execution of the assignments</li> </ul> </li> <li>- <b>Team Composition and Expertise Strategy:</b> Describe the team structure and outline the approach for effectively utilizing each member's expertise, ensuring all necessary skills and knowledge are strategically applied to meet project goals. The description may contain a maximum of 2 pages in A4. In case the amount of pages is more than 2 pages in A4, up until the 2 pages in A4 will be reviewed.</li> </ul>

	<ul style="list-style-type: none"> <li>- <b>Assessment of Team Knowledge and Competency Areas:</b> The team’s expertise will be scored based on four key areas relevant to the successful execution of the project: <ul style="list-style-type: none"> <li>o <b>Offshore Wind Economics &amp; Finance:</b> The team must demonstrate strong analytical skills and experience with LCoE, as well as other key performance indicators (e.g. VALCOE/ Value-Adjusted LCOE)</li> <li>o <b>OWF Technology &amp; Energy Yield Modeling:</b> The team must show significant knowledge in offshore wind turbines, wind resource and wake analysis, yield calculations, and turbine support structures, specifically for projects in the North Sea</li> <li>o <b>OWF Design &amp; Spatial Optimization:</b> The team must demonstrate experience with offshore wind farm layouts and infield cabling optimization, strategic zoning, special constraints</li> <li>o <b>System Integration, Grid &amp; Infrastructure Optimization:</b> The team must show significant knowledge of system integration and ways to optimize the AEP by means of export cable use optimization, energy storage, Power-to-X</li> </ul> </li> </ul> <p>Assessment basis:</p> <ul style="list-style-type: none"> <li>- The extent to which the team composition is sufficient for successful execution of the assignments.</li> <li>- The extent to which the experience level of the project team is sufficient for successful completion of the assignments.</li> <li>- The extent to which the team’s knowledge on the different key areas is sufficient for successful completion of the assignments</li> </ul> <p><b>Please ensure that all information provided in Annex 7 is supported by the information in the CVs. In case the information from the CVs does not align with the information provided in Annex 7, the proposal will receive a score of zero points for this criterion (zero points out of 30).</b></p>
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### 5.2.2 Award criteria relating to availability of experts

Max. no. of points available	Assessment aspects
10 points	<p>Describe the specific measures taken to secure the availability of the required experts and the specific measures for providing back up capacity to guarantee availability during the duration of the project. The description may contain a maximum of 2 pages in A4. In case the amount of pages is more than 2 pages in A4, up until the 2 pages in A4 will be reviewed.</p> <ul style="list-style-type: none"> <li>• Internal procedures how experts are assigned to the project</li> <li>• Internal back up capacity in case of non availability.</li> <li>• External (sub contracted) back up capacity in case of non availability</li> <li>• Procedures to assign back up capacity to the project</li> </ul> <p>As part of the backup, CVs from spare persons must also be submitted.</p>

	<p>Assessment basis:</p> <ul style="list-style-type: none"> <li>- The extent to which the procedure for assigning the experts and back up experts is sufficient for successful completion of the assignment.</li> <li>- The extent to which the capacity is managed is sufficient for successful completion of the assignment.</li> </ul>
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### 5.2.3 Award criteria relating to Plan of Approach

Max. no. of points available	Assessment aspects
40 points	<p>Explanation of the approach taken for the requested activities. The Plan of approach may contain a maximum of 15 pages in A4. In case the document contains more than 15 pages in A4, only the content in the first 15 pages in A4 will be reviewed (This does not include the sample/ dummy report). Please provide the plan in the following chapters:</p> <ol style="list-style-type: none"> <li>1. <b>Detailed Approach Description:</b> Provide a thorough explanation of the proposed methodology, including the scope (e.g., whether you also include financial parameters) and the rationale behind the selection of the methods. Discuss why these methods are, in the tenderer’s perspective, best suited to the project’s goals and detail the project management structure, including a plan for organizing review rounds.</li> <li>2. <b>Deliverable Structure:</b> Submit a sample (dummy) report to illustrate the format and structure of the anticipated deliverable, helping to clarify the final output’s organization and content.</li> <li>3. <b>Adaptation to New Insights:</b> Describe how you will be flexible and responsive to new insights that may arise throughout the project, explaining how the team will incorporate these changes efficiently.</li> <li>4. <b>Advisory Role and Critical Analysis of Data Inputs:</b> Demonstrate the plan for fulfilling an advisory role, particularly advising on useful methodology to gain insights into energy yields and business cases and in critically evaluating input data quality. For example, describe how positive biases in wake models will be adjusted, addressing common issues in model outputs, and suggesting methods to improve accuracy.</li> <li>5. <b>Market and Technical Insight Demonstration for the North Sea:</b> Present a concise overview of the understanding of current market costs, relevant turbine specifications, realistic wake models, modelling of turbine availability over time and potential energy losses (e.g., grid or transformation losses), demonstrating the depth of market and technical insights required for this project. Also outline how you will ensure this knowledge remains up to date throughout the project's duration.</li> </ol> <p>Assessment basis:</p> <ul style="list-style-type: none"> <li>- The extent to which the Tenderer shows to have insight in the purpose of the contract and in which the proposed working method and resources positively contribute to the purpose of the contract.</li> <li>- The degree to which the sample (dummy) report demonstrates a clear, logical structure and an organized format for the deliverable.</li> <li>- The ability to adapt to new insights without compromising the overall project timeline and goals</li> </ul>

	<ul style="list-style-type: none"> <li>- The extent to which the tenderer is able to play an advisory role</li> <li>- The extent to which the tenderer demonstrates the expertise necessary to meet project demands and overcome potential challenges.</li> </ul>
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### 5.3 Award criteria relating to hourly rates (exclusive of VAT)

Tenderer offers hourly rates for senior and junior experts to be charged for this contract by filling in and submitting Annex 2 'Hourly Rates'.

Max. no. of points available	Assessment aspects
20 points	<p>Price will be assessed based on a weighted average of the</p> <ul style="list-style-type: none"> <li>• hourly rate senior expert excl. VAT (80%) and the</li> <li>• hourly rate junior expert excl. VAT (20%)</li> </ul> <p>This will result in P :</p> $= (\text{hourly rate senior expert} * 0.8) + (\text{hourly rate Junior expert} * 0.2)$ <p>Score will be determined with the formula:  P between € 111 and € 176 excl. VAT: score between 0 (zero) and 20 points, in which score = <math>20 - (20 / (176 - 111)) * (P - 111)</math>.</p>

### 5.4 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.

Quality of the response	Weighting percentage of the maximum points available per preference
<b>Excellent:</b> The response significantly exceeds expectations and offers added value.	100%
<b>Good:</b> The response exceeds expectations	70%
<b>Satisfactory:</b> The response sufficiently meets our expectations.	40%
<b>Unsatisfactory:</b> The response does not meet expectations and clearly has many shortcomings.	20%
<b>No</b> response was provided to the question.	0%

For the individual award criteria 'quality of the team of experts', 'availability of experts' and 'Plan of Action' a minimum score of 40% of the maximum number of points should be obtained. A score lower than 40% for one of the three individual award criteria, automatically leads to exclusion of the tenderer.

Tenders that do not meet the abovementioned minimum requirements will be excluded by the Tendering Authority and will not qualify for the award of the Contract. They will not be assessed on price and will not be included in the ranking.

## **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 templates provided by the Tendering Authority;
3. no provisions have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed by the authorized representative of the economic operator.

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 set out in Chapters 3 and 4 will be assessed. Any Tender that does not comply, is 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 Chapter 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 sum of weighted scores for price and quality.

The assessment of the Tenders shall be carried out by an evaluation committee. The evaluation committee shall consist of [5 or 3] adequately qualified and competent evaluators. Each Tender shall first be assessed individually by each evaluator on the basis of the assessment criteria included in the Tender Document. Subsequently, the evaluation committee shall jointly reach a final consensus assessment for each award criterion.

The Tenderer's definitive total scores will be rounded to one decimal place. No scores will be rounded off until the moment that these definitive total scores have been determined. If two or more Tenderers have an equal definitive total score, then the Tendering Authority will award the Contract to the Tenderer with the highest score for the Plan of Approach. 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' 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 questions 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 highest scoring Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation.

## 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 8, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all of the specified hourly rates. 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](http://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](http://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): Yousra Adahchour, via e-mail [iucrvoteam2@rvo.nl](mailto: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 at 0800-8363376 (dialing from within The Netherlands) or +31703798899 (dialing from abroad) or via [servicedesk@tenderned.nl](mailto: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 anonymized 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 Memorandum of Information is 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 Tender. 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 drafting and submitting a Tender, including any further information requested of the Tenderer.

Any costs or damage that (may) arise as a result of not awarding the contract to a Tenderer 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](http://www.belastingdienst.nl)).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: ([www.rijksoverheid.nl](http://www.rijksoverheid.nl)).

### **7.3.10 Guide Information security and Privacy for suppliers**

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

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

### **7.3.11 Inconsistencies and objections**

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

### **7.3.12 Complaints procedure**

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' Annex 5.

### **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](http://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 [service@tenderned.nl](mailto:service@tenderned.nl) or +31703798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

### **7.3.15 Structure and content of the Tender**

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add Annex 1 to TenderNed
Annex 6	Reference Contracts	Fill in and add Annex 6 to TenderNed
Award criterion 5.2.1 Quality of the team of experts	Required information concerning experts	Fill in and add Annex 7 to TenderNed Add Description of Team Composition and Expertise Strategy
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 Approach	Plan of Approach	Add Plan to TenderNed
Award criteria Hourly Rates Annex 2	Hourly Rates	Add Annex 2 to TenderNed

\* See Section 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 organizations**

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

Tenderers may participate individually or in collaboration with other entities, including for example:

- 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 authorized representative.
- All organizations 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 Chapter 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 Chapter 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 organizations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organizations). 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 behavior 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. Through the round of questions, 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 Contract.

### **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 with their 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 the 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 Article 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 Contract 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

Annex 2: Hourly Rates

Annex 3: Draft Framework Agreement

Annex 4: ARVODI-2025

Annex 5: Complaints Procedure

Annex 6: Reference Contracts

Annex 7: Qualifications key personnel

Annex 8: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)