



Ministry of Economic Affairs
and Climate Policy

Tender Document

Invitation to tender in accordance with the European open procedure for a Benthic Survey of the Doordewind Wind Farm Zone

Publication date:	27 july 2026
Status:	FINAL
Reference:	202512042

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Definition of terms

Tendering authority	Netherlands Enterprise Agency (RVO), on behalf of the Ministry of Economic Affairs and Climate Policy.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</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-EZK	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO), 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 anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are 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

Client, as used in the LOGIC

Contracting Authority

DDW WFZ

Doordewind Wind Farm Zone

HSE

Health Safety & Environment

LOGIC

The General Conditions of Contract - LOGIC
General Conditions of Contract for Services (On-
and Off-shore) Edition 3 – March 2019. Annex [5]
– Section II .

Scope of Work (SoW)

All the work that the CONTRACTOR is required to
carry out in accordance with the provisions of the
Contract, including the provision of all materials,
services and equipment to be rendered in
accordance with the Contract.

WORK

All the work that the Contractor is required to
carry out in accordance with the provisions of the
Contract, including the provision of all materials,
services and equipment to be rendered in
accordance with the Contract.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for a Benthic Survey of Doordewind Wind Farm Zone.

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

1.1 Tendering Authority and IUC-EZK/LVVN

This tendering process is being conducted on the instructions of Netherlands Enterprise Agency (in Dutch: Rijksdienst voor Ondernemend Nederland, or RVO in short). IUC-EZK/LVVN will act as process manager during this tendering process.

The Netherlands Enterprise Agency (RVO) helps entrepreneurs and organisations to invest, develop and expand their businesses and projects both in the Netherlands and abroad. We are a government agency which is part of the Dutch Ministry of Economic Affairs.

We support entrepreneurs, NGOs, knowledge institutes, policymakers and organisations. We improve collaborations and strengthen positions through our funding and networks and together we build a more sustainable society.

More information about the Netherlands Enterprise Agency can be found on www.rvo.nl and <http://english.rvo.nl/>.

1.2 Reason for this invitation to tender

The Dutch government has drawn up a road map for the development of offshore wind farms. The current goal for total capacity of offshore wind energy is 23 GW. Wind Farm Zone 6/7 is expected to be included in a next iteration of the offshore wind energy road map.

In this context, the Netherlands Enterprise Agency has been tasked with providing site data for future wind farms in the Wind Farm Zones and commissions a Benthic Survey. The overall objective of the benthic survey is to collect factual benthic data to test the findings of a desktop study on reef detection in the DDW WFZ (results expected in July, 2026), and to establish a baseline measurement of the benthic environment in the area.

More information about the Investigation Area and context of Dutch offshore wind is available in Annex [7] Starting Points & Assumptions.

1.3 Time schedule

The schedule below applies to the tender and project schedule.

27 July 2026	Issuing of publication, start of tendering period.
13 Augustus 2026 before 12.00 CET	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).
31 August 2026	Issuing of Memorandum of Information
1 October 2026 12.00 CET	Deadline for the receipt of Tenders and opening of Tenders by the Tendering Authority.
Week 41 up to and including week 44	Assessment of Tenders.

29 October 2026	Announcement of the award of the Contract.
13 November 2026	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
19 November 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.
23 November 2026	Starting date of Contract.
Feb-May	Offshore execution shall be done in the appropriate weather season, minimising environmental impact, while achieving the final delivery dates.
01 October 2027	Finalisation lab work
10 December 2027	Final report issued with Contracting Authority comments closed.

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 assignment

2.1 Description and objective of the assignment

The objective of this assignment is defined in the Starting Points and Assumptions, and in the Scope of Work. The overall objective of the benthic survey is to collect factual benthic data to validate the findings of a desktop study on reef detection in the DDW WFZ (results available at offshorewind.rvo.nl), and to establish a baseline measurement of the benthic environment in the area.

The objective of this procurement is to contract a qualified contractor to perform a benthic offshore survey and associated laboratory analyses, resulting in reliable baseline ecological data for the Doordewind Wind Farm Zone. The results will enable the Contracting Authority to provide high-quality site information for the preparation of future offshore wind permitting procedures and support the sustainable development of offshore wind energy in the Netherlands.

2.2 Contract duration

The anticipated commencement date of the Contract is provided in section 1.3. The Contracting Authority intends to finish the Contract before 31 December 2027. If due to unforeseen and external circumstances the Contract is to be extended, there is an option for extension until 1 May 2028. This does not include any changes to the scope or budget.

2.3 Scope of the assignment

The Tendering Authority has estimated the total contract value at EUR 700,000 (excl. 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.

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.

3.1 Requirements relating to execution of the WORK

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 6, arising from EU Regulation 2022/576 of 8 April 2022. 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.

The Tenderer should comply with the following requirements:

- A Tender will only be accepted by the Contracting Authority if it has been submitted in a legally valid manner.
- Tenderer is willing and able to execute the Work in compliance with the Scope of Work (SoW) as described in the documents as presented in Annex [5], Section IV Scope of Work, in compliance with the Contract.
- The work related to the investigations to be conducted will be executed in accordance with (the latest version of) the Project Documentation produced by Contractor and subject to approval by the Contracting Authority, unless the Contracting Authority has given permission in writing to do otherwise.

3.2 Requirements relating to vessel(s) and equipment

General requirements relating to vessel(s) and equipment:

- By submitting a Tender, the Tenderer declares that during the WORK they will have at their disposal – either as owner or subcontracted - the following facilities, materials and technical equipment for the purposes of fulfilling the Contract:
 - A seaworthy vessel able to execute the Scope of Work
 - Relevant laboratory availability
- Materials and equipment or parts thereof provided by the Tenderer must be of good quality and workmanship, in a good state of repair, with up-to-date calibrations where required by recognised standards and/or good working practice and fit for the intended purpose.

Specific requirements of all survey vessel(s):

- Vessel(s) must be capable of continuous operation during 7 days a week, 24 hours a day.
- Each offered vessel must be capable of undertaking the WORK as specified in Annex [5], Section IV Scope of Work.
- Contractor must submit prior to mobilisation an independent inspection report: 'eCMID Small Vessel Inspection, Issue 7.1' (IMCA M189) that includes 'Checklist Based on Approved Code of Practice for Workboats' as specified in 'IMCA M189 Issue 7.1 (July 2025)'. This inspection report should not be older than six months and all items in the checklist are answered with 'Yes' or 'N/A'.
- Vessel(s) must have adequate capacity and facilities for:
 - Accommodating (berths and workspace) for both marine and survey crews including two Offshore Client Representatives (to be provided by the Contracting Authority) for working in two 12 hours shifts per day;

- Onboard QC (Quality Control) and all required processing for Quality Assurance;
- Storage and bunkering capacity for samples, spares, consumables, fuel, etc.

3.3 Requirements relating to personnel

All personnel involved in the execution of the WORK (data acquisition, data processing, interpretation and reporting) must:

- Have contributed to at least one offshore environmental survey where the same equipment (including software) is used as proposed in this tender. If equipment or software is new, expertise with an equivalent, together with prove of knowledge prior to survey is required.
- Have been trained for working in the offshore environment as demonstrated by their CVs.
- For offshore personnel: Have (medical) certificates valid for the duration of the offshore WORK, to perform work in the Dutch North Sea, including as a minimum BOSIET (Basic Offshore Safety Induction and Emergency Training) or equivalent.
- Have a working permit (the right to work in the Investigation Area) valid for the duration of the contract.

All above training and permits should be acquired before tender submission. Variations in personnel to those proposed in the Tender *after* commencing the Contract are subject to prior approval by Contracting Authority. Contractor can offer variation in personnel (e.g. replacements) by means of Annex [5], Section VI Quality Requirements appendix 5: Template-Personnel- Replacement-Form, five days prior to the personnel being included in the project. Any variation must as a minimum provide the same or better qualifications and experience as proposed in the Tender.

The staff that the Tenderer must have at his disposal do not necessarily have to be permanent employees: they can also be professionals with a different type of employment relationship, provided their skills and expertise are (demonstrably) available to the Tenderer during the fulfilment of the Contract.

Evidence **(do not submit together with the Tender – only submit when requested by the Tendering Authority)**: For every job profile, the Tenderer must provide evidence proving that he has access to a sufficient number of staff members (i.e. greater than or equal to the minimum required number) who hold the qualifications specified for each function in the 'Qualifications of the (key) project members' annex (Annex 3a). The Tenderer will provide CVs as evidence. These CVs can be anonymised, although they must clearly demonstrate that the personnel in question complies with the qualification requirements specified in the 'Job Profiles' annex.

3.4 Requirements relating to the prices/rates

3.4.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the Annex [4], Cycle times and Prices/Rates. By completing the Annex [4], Tenderer gives an overview of all maximum prices and rates for executing the WORK under the Contract. Please note when filling in Annex [4]:

- Price bandwidths are not accepted.
- The offered prices and rates are excluding VAT.
- The offered (maximum) prices and rates comply with the conditions as laid down in the provisions of the Contract.
- Maximum and minimum prices for the total contract: Any tender that appears to be abnormally low will be examined in accordance with Article 2.116 of the Dutch Public Procurement Act 2012 (Aanbestedingswet 2012). Prices higher than the maximum prices stated in Section 2.3 of this document will be set aside by the Contracting Authority and the Tender will consequently not qualify for award of the Contract.

3.4.2 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, software, and machinery during the assignment, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation

expenses.

3.4.3 The agreed (maximum) rates are fixed and invariable for the duration of this Agreement.

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

3.5 Tax-related requirements

3.5.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.

3.5.2 The Tenderer will quote the prices according to the following structure:

- the amount excluding Dutch VAT and any VAT due outside the EU;

3.5.3 Due to the specifics of the WORKS, which includes for a large part offshore works outside of the 12 NM zone, the prices are all exempt from VAT.

3.5.4 The Contracting Authority is of the opinion that VAT is not applicable because the work performed under this commission is required for wind farm developers to prepare the permit tender bid. The objective is to provide adequate information for the future construction of wind farms, outside the twelve-mile zone, calculated from the Dutch coast. If you are of the opinion that VAT does apply, you must ask your VAT inspector within one (1) month of the start of the agreement whether or not VAT is indeed due. This must be done by means of a written statement to the VAT inspector. If the VAT inspector's ruling is that VAT must be paid, the Contracting Authority will reimburse the VAT due, contrary to what has been established above.

3.6 Invoicing requirements

3.6.1 The payment schedule that applies can be found in Annex 5 Section III: Remuneration.

3.6.2 For companies established in the Netherlands only

E-invoicing

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

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

3.6.3 For companies not established in the Netherlands

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

3.7 Environmental requirements and permits

3.7.1 The Tenderer must possess all (environmental) permits required to fulfil this assignment before mobilisation.

4. Requirements concerning the Tenderer

4.1 Introduction

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

You can indicate whether 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

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

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

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

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

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

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

The evidence consists of:

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

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 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.

4.2 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.

4.2.1 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.

4.2.2 Reference data (technical qualifications)

The Contracting Authority has set the following 4 core competences (1a, 1b, 1c and 2), which represent the most relevant elements of the WORK. Tenderer must demonstrate experience by filling in Annex 2 with essential aspects of the assignment:

1. Experience with provision of vessels and equipment able to execute an offshore benthic investigation, as well as processing, and comprehensive reporting of the following investigations:
 - a. eDNA, with subsequent laboratory works;
 - b. Seabed sampling in accordance with benthic survey standards, with subsequent laboratory works;
 - c. Visual inspection of the seabed.
2. Experience with execution of an investigation in which expert knowledge of the North Sea basin or sites with similar conditions with appropriate justification was required.

This experience will be evidenced by one or more reference projects that together meet all requirements set out in this paragraph. The total contract value of the reference projects shall be at least € 100.000,- excluding VAT.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at one reference assignment for each of the core competences listed above that meets all the minimum requirement.

- The reference assignment must have been executed or completed within the *five (5) 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 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 were 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: Annex 2 Reference statement (submit together with the Tender)

You may only provide one reference for each core competence. A reference may be used for more than one competence. 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.

4.2.3 Quality assurance (technical qualifications)

By signing the 'European Single Procurement Document', the Tenderer declares:
That he has a quality-assurance system that is at least equivalent to a certified quality-assurance system. By 'equivalent', we mean the following:

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

Or:

- That the Tenderer possesses a validly certified quality-assurance system, the certificate for which was drawn up by a certification institution recognised within the national or international accreditation structure, such as the European standards series EN 45000.

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

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

Compliance with these quality-control requirements can be demonstrated by means of:
A description (max. two A4 pages, of the quality-assurance system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-assurance system. The subsection 'Quality Assurance' explains what is meant by the term 'equivalent'. Your description must address all the points specified in this subsection and demonstrate the system's equivalence or more.

Or:

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

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

4.2.4 Environmental protection (technical qualifications)

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

- That he has an environmental protection system that is at least equivalent to a certified environmental protection system. By 'equivalent', we mean the following:
 - Environmental protection is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department. This department also bears responsibility for the correct design, execution and management of this environmental policy.
 - Full insight into the environmental legislation applicable to the company's business activities and compliance with this (based on inspections and action taken in response to the inspection results).
 - Insight into the exact areas in which these business activities impact the environment and how this impact can be reduced.
 - Possession of plans and execution of activities to further reduce environmental impact.
 - Performance of a periodic and independent audit concerning compliance with environmental protection agreements.
 - Availability of a report concerning compliance with environmental protection agreements.

Or:

- That the Tenderer possesses an environmental protection system for which he holds a valid certificate as referred to in the EMAS Directive, such as the ISO 14001 certificate.

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

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

Compliance with these environmental protection requirements can be demonstrated by means of:

- A description (max. two A4 sides,) of the environmental protection system in place at your organisation that demonstrates that this system is at least equivalent to a certified environmental protection system. The subsection entitled 'Environmental Protection' explains what is meant by the term 'equivalent'. Your description must address all of the points specified in the 'Environmental Protection' subsection and demonstrate the system's equivalence or more.

Or:

- If and to the extent they are applicable, the environmental permit(s) required for the fulfilment of this Contract.
- Provision of a copy of a valid certificate as referred to in the EMAS Directive, such as the ISO 14001 certificate in the Netherlands.

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

4.2.5 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

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

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

5.2 Quality criteria

Table 1: Award criteria subjects and points split.

Paragraph number	Award criteria relating to	Maximum number of points to be obtained
§ 5.2.1	Project documentation	30
	Project Execution Plan	20
	HSE Management Plan	5
	Quality Management Plan	5
§ 5.2.2	Project team: Annex 3a	30
§ 5.2.3	Vessel and equipment quality	20
	Survey vessel(s): Annex [3b]	8
	Survey equipment; Annex [3c]	12
§ 5.3	Prices/rates	20
	Total	100

5.2.1 Award criteria relating to Project Documentation

For this criteria, the Tenderer must produce **three** separate documents, which will be used for the assessment of the Project Documentation award criteria.

- **Project Execution Plan** (PEP) with file naming convention: "PEP_[TENDERER COMPANY NAME]_DDW_ECO".
- **Quality Assurance Management Plan** (QAMP) with file naming convention: "QAMP_[TENDERER COMPANY NAME]_DDW_ECO".
- **Health, Safety and Environmental Management Plan** (HSE plan) with file naming convention: "HSE_Plan_[TENDERER COMPANY NAME]_DDW_ECO".

The documents will at a minimum contain specific sections detailed below. CONTRACTOR's (standard) method statements and plans can be added as appendices to the appropriate documents, and must be referenced where applicable. Except for appendices, it is advised not to include additional documents in the proposal, because documents other than the ones mentioned above may not be considered in the assessment of the Project Documentation.

Expected content Project Execution Plan

The PEP shall include a description of how the Contractor will execute the WORK as described in Annex [5], Section IV Scope of Work, while complying with the Contract. Furthermore, the PEP shall at a minimum contain the following sections:

- 1. Introduction:** This section shall contain a concise description of the WORK, convincing the Contracting Authority that all provided information has been scrutinised by the CONTRACTOR.
- 2. Preparation:** This section shall contain details of the onshore preparation phase. This includes information regarding the survey approach, survey design, location plans, permits, environmental considerations, UXO limitations, geological and other relevant

considerations which are required in the preparation phase.

3. **Mobilisation:** This section shall contain details of the mobilisation phase of the survey, including the procedures for calibration and validation of the instruments, dry and wet testing of survey equipment, transit to site and production of a brief mobilisation report.
4. **Data acquisition:** This section shall contain details of the (offshore) data acquisition phase. This includes information regarding positioning, equipment and equipment settings, data acquisition details, vessel, weather & environmental limitations, on- and offshore coordination and communication, sensor setup, operational QA and QC procedures, sample and data acceptance criteria, as well as other offshore considerations. Method statements can be referenced and added as an appendix. Vessels and equipment can be referenced in this – and other – sections, and spec sheets can be added as appendices for information purposes only, but the vessel and equipment details and motivation will be **assessed** based on the delivered Annex 3b/c and criterion 5.2.3.
5. **Onshore laboratory analysis:** This section shall contain details on how CONTRACTOR will process the samples. Details on the laboratory testing phase must be provided in this section including but not limited to the onshore sampling handling, proposed laboratory, test methods, test specifications and details on the different lab scopes.
6. **Data processing and reporting:** This section shall contain a description of which data processing and interpretations steps and flows will be included when, and how this influences the quality of the data and deliverables. This section shall contain details on how CONTRACTOR will integrate the final data into comprehensive delivery packages and which analysis steps are done to interpret the data.
7. **Sustainability:** This section shall contain details how the CONTRACTOR will work sustainably throughout the WORK, including but not limited to emissions (e.g. use of biofuel), measures taken to prevent loss of equipment, minimisation of use of materials that have a negative impact on the environment and other relevant sustainable aspects. Tenderer is encouraged to be specific, innovative, and show realistic, measurable ways to perform the WORK sustainably.
8. **Schedule:** Within this section, CONTRACTOR must provide a schedule in the form of a GANTT chart including all phases of the WORK and interfaces.
9. **Risk assessment:** This section shall include a risk analysis, to include a risk assessment matrix and mitigating measures, containing at least 9 risks (minimum 3 per project phase: preparation, offshore acquisition and processing & interpretation). CONTRACTOR shall specify the type of risk and how it is mitigated, e.g. related to schedule, data or sample quality, HSE, etc.

Expected content Health, Safety and Environment Management Plan

The HSE Management Plan shall include a description how the CONTRACTOR will ensure safe execution and completion of the WORK, while complying with the requirements set out in Annex [5] – Section V HSE requirements, and the CONTRACT.

The CONTRACTOR is responsible for ensuring a safe working environment for all people working on the project, including but not limited to those on board the vessels, on project sites, in warehouses and at the CONTRACTOR's offices.

Expected content QA Management Plan

The Quality Assurance and Quality Control Plan (QAQC plan) shall detail the quality assurance and management systems of the CONTRACTOR with requirements set in Annex 5 - Section VI Quality requirements & Administrative instructions, while complying with the Contract and Annex [5] - Section IV Scope of Work. The document will at a minimum contain the following sections:

1. Introduction consisting of a very brief project description and the purpose of the document in relation to the relevance of the scope;
2. Overall project management structure, alongside a very brief company structure overview;
3. Breakdown of relevant management systems (standard method statements/MS documents can be included as an appendix, as long as the relevant sections are referenced in the

- main text);
4. Quality assurance and quality control procedures;
 5. Document management systems and project control workflows within the CONTRACTOR and to and from the CLIENT;
 6. Procurement and use of bridging documents between different subcontractors.

Max. no. of points available	Assessment aspects Project Documentation
20	<u>Project Execution Plan</u> The PEP is assessed for its completeness, clarity, extent of detail, specificness and feasibility of the delivered plan in relation to the requirements listed earlier in this section.
5	<u>HSE Management Plan</u> The HSE Management Plan is assessed for its completeness, clarity, extent of detail, specificness and feasibility of the delivered plan in relation to the requirements listed earlier in this section.
5	<u>Quality Assurance Management Plan</u> The QA Management Plan is assessed by the completeness, clarity, extent of detail, specificness and feasibility of the delivered plan in relation to the requirements listed earlier in this section.

5.2.2 Award criteria relating to project team

Tenderer is required to provide an overview of key personnel for both the onshore and offshore teams that are allocated to the WORK in Annex 3a.

Contracting Authority requests the following information of the Tenderer as a base for the assessment:

- 'Annex [3a] – Personnel' will be the only factor in determining the score on this criterion. CVs will only be used to check if qualifications and information provided in Annex [3a] are entered correctly. Not providing CVs (if subsequently requested by RVO) for offered personnel will lead to a 0% score for these persons as RVO will need the option to check provided information;
- Requirements for filling in Annex [3a] can be found in the excel itself [3a].
- The CVs should contain a description on the roles performed during the projects performed by the proposed key personnel. It is important to state in the CV what relevant equipment and methods were involved in the projects performed by the proposed key personnel;
- A maximum of 14 personnel can be provided;

Max. no. of points available	Assessment aspects
30	This criterion (Annex [3a]) will be judged by assessing following aspects of the provided motivations combined: • The composition of the team as a whole covers the knowledge and experience needed for the execution of the WORK. • The knowledge and experience of individual team members. • The completeness, clarity, specificness and feasibility.

5.2.3 Award criteria relating to vessel(s) and equipment

CONTRACTOR shall provide motivations as to why the proposed vessel and equipment are suitable for the work, following the instructions provided in Annex [3b/c].

Max. no. of points available	Assessment aspects
8	<u>Survey vessel(s)</u> This criterion is judged by assessing the motivations provided by the CONTRACTOR in Annex [3b] in terms of suitability, effectiveness, the completeness, clarity, extent of detail, specificity and feasibility.
12	<u>Survey equipment</u> This criterion is judged by assessing the motivations as provided by the CONTRACTOR in Annex [3b] in terms of suitability, effectiveness, the completeness, clarity, extent of detail, specificity and feasibility.

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

Max. no. of points available	Assessment aspects
20	The Tenderer provides all relevant maximum prices and rates in Annex 4. By using the relative weightings / virtual quantities as defined by the Contracting Authority in Annex [4], a virtual 'total price' is calculated (also referred to as virtual 'contract price' or virtual 'total costs'). This virtual total price, is referred to as 'P'. To determine the score of the Tenderer, the following tranches and corresponding formulas are used: A. P lower than € 350,000: zero points B. P between € 350,000 and € 700,000: a score between 0 and 20 points, for which score = $20 - 20 \cdot (P - 200,000) / (700,000 - 200,000)$; C. P higher than € 700,000: exclusion of the Tender

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.

Assessment	Answers	Percentage of maximum points per award criterion
Excellent	The Tenderer has provided an excellent, complete, and well-substantiated response to the question, based on the applicable assessment criteria. The response significantly exceeds the requirements of the tender.	100%

Good	The Tenderer has provided a good, complete, and well-substantiated response to the question, based on the applicable assessment criteria. The response meets the requirements of the tender.	80%
Satisfactory	The Tenderer has provided an adequate response to the question, based on the applicable assessment criteria. The response meets the minimum requirements of the tender but lacks detail and/or substantiation on certain aspects.	50%
Insufficient	The Tenderer has provided an insufficient response to the question, based on the applicable assessment criteria. The response does not fully meet the requirements of the tender and lacks detail and/or substantiation.	20%
Unsatisfactory or no answer	The Tenderer has provided an unsatisfactory response or has not provided a response to the question, based on the applicable assessment criteria. The response is incomplete and/or contains significant deficiencies.	0%

For award, a minimum score of "satisfactory" must be awarded on every individual (sub)criterion, except for prices/rates. Proposals which do not meet this requirement will be set aside by the Tendering authority and will not qualify for award of the Contract.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no 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 5.3 Prices/Rates. 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 again 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 6, 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): IUCRVOTeam2@rvo.nl with paula.boom@rvo.nl in the cc.

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 four months after the deadline for submitting the Tenders. If 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 take precedence in the event of inconsistencies between the different Memoranda.

7.3.9 Information about the Tenderer's obligations

The Tenderer must consider 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 (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.

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
Award criteria	Tender, including a general response to the Tendering Authority's award criteria (including PEP, QAMP and HSE documents)	Add to TenderNed
Annex 2	List of Reference Contracts	Fill in, legally sign and add to TenderNed
Annex 3	Qualifications of Personnel, Vessels and Equipment (including CV's of key personnel)	Fill in and add to TenderNed
Annex 4	Cycle times and prices	Fill in and add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

In addition, the supporting documents relating to the exclusion grounds (see Sections 4.2 and 4.4) will only be requested from the successful Tenderer after the notification of the award decision has been sent (see Section 1.3). When submitting your supporting documents, you may use the following checklist.

Supporting document	Validity
Tax statement	No older than 6 months, counted from the time of submission of the Tender
Certificate of Conduct for procurement (GVA)	No older than 2 years, counted from the time of submission of the Tender
Extract of Trade Register	No older than 6 months, counted from the time of submission of the Tender

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 considered.

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 on must provide the evidence requested for the Tender.

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

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

7.3.18

Single Tender

All natural persons, legal entities and organisations may only submit a single Tender (either individually or in combination with other natural persons, legal entities and/or organisations). Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in English.

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether 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 contracts

Annex 3a: Qualifications personnel

Annex 3b/3c: Vessels and Equipment

Annex 4: Cycle times and Prices

Annex 5 Section I : Draft Contract

Annex 5 Section II : Conditions of Contract

Annex 5 Section III : Remuneration

Annex 5 Section IV : Scope of Work

Annex 5 Section V : HSE Requirements

Annex 5 Section VI : Quality Requirements

Annex 6: Statement pursuant to EU Regulation 2022/576 of 8 April 2022 (Russian involvement)

Annex 7: Starting Points and Assumptions