



Tender Document

Invitation to tender in accordance with the European open procedure for the execution of a 'Geophysical Survey of the Wind Farm Search Areas 6/7'

Publication date	September 14 th , 2026
Status	Final, September 14 th , 2026
Reference	202605121
Project number	WOZFB26001

Contents

Definition of terms.....	5
1. Introduction	6
1.1 Tendering Authority and IUC-EZK/LVVN.....	6
1.2 Reason for this invitation to tender	6
1.3 (Indicative) Time schedule	7
2. Description of assignment	8
2.1 Description and objective of the assignment	8
2.1.1. Review Clause	8
2.2 Lots.....	9
2.3 Justification of the Procurement Structure and Lot Division.....	9
2.4 Contract Period	9
2.5 Scope of the assignment.....	10
3. Requirements to this assignment	11
3.1 Requirements relating to execution of the Work regarding Lot 1 and 2.....	11
3.2 Requirements relating to vessel(s) and equipment.....	11
3.3 Requirements relating to personnel	13
3.4 Requirements relating to the prices/rates.....	14
3.5 Tax-related requirements	16
3.6 Invoicing requirements	16
3.7 Environmental requirements.....	17
3.8 Requirements relating to social return.....	17
4. Requirements concerning the Tenderer	19
4.1 Introduction	19
4.2 Exclusion Grounds.....	19
4.3 Suitability Requirements.....	20
4.3.1 <i>Financial and economic standing</i>	20
4.3.2 <i>References (technical qualifications)</i>	21
4.3.3 <i>Quality assurance (technical qualifications)</i>	22
4.3.4 <i>Health, Safety and Environmental protection (technical qualifications)</i>	23
4.3.5 Professional/trade register extract.....	24
5. Award criteria and assessment	25
5.1 Introduction	25
5.2 Award criteria relating to the Project Documentation	26
5.2.1 Expected content Project Execution Plan (hereafter: PEP)	26
5.2.2 Expected content Quality Management Plan (hereafter: QMP)	27
5.2.3 Expected content Health, Safety and Environmental Management Plan (hereafter: HSEMP)	27

5.2.4	Assessment aspects Project Documentation	28
5.3	Award criteria relating to Project team	30
5.3.1	Assessment aspects Project team.....	30
5.4	Award criteria relating to vessel(s) and equipment	31
5.5	Award criteria Acquisition parameters for 3D-UHRS data regarding only to Lot 2	32
5.6	Award criteria relating to prices/rates (exclusive of VAT)	33
5.7	Assessment method for qualitative award criteria	33
6.	Assessment of the Tender	35
6.1	Assessment of the Tender's completeness and legal validity	35
6.2	Assessment of requirements relating to the assignment	35
6.3	Assessment of award criteria relating to the assignment	35
6.4	Determination of definitive total score	35
6.5	Assessment of evidence.....	35
7.	Submission procedure for Tenders.....	37
7.1	Statement of Contract	37
7.2	Schedule.....	37
7.3	General procedure	37
7.3.1	<i>Communication</i>	37
7.3.2	<i>eHerkenning</i>	37
7.3.3	<i>Questions and additional information/changes</i>	38
7.3.4	<i>Validity period and submission of Tender</i>	38
7.3.5	<i>Variants on Tender.....</i>	38
7.3.6	<i>Costs of submitting a Tender</i>	38
7.3.7	<i>Termination of tendering process</i>	38
7.3.8	<i>Order of precedence of documents.....</i>	38
7.3.9	<i>Information about the Tenderer's obligations.....</i>	39
7.3.10	<i>Guide Information security and Privacy for suppliers</i>	39
7.3.11	<i>Inconsistencies and objections</i>	39
7.3.12	<i>Complaints procedure</i>	39
7.3.13	<i>Dispute resolution</i>	39
7.3.14	<i>Submission of the Tender</i>	39
7.3.15	<i>Structure and content of the Tender</i>	40
7.3.16	<i>Legally binding signature</i>	40
7.3.17	<i>Submission of a Tender in collaboration with other organisations</i>	41
7.3.18	<i>Single Tender.....</i>	42
7.3.19	<i>Violation of the fundamental principles of procurement law and restriction of fair competition</i>	42
7.3.20	<i>Communication and language</i>	42

7.3.21	<i>General terms and conditions</i>	42
7.3.22	<i>Contract conditions</i>	43
7.3.23	<i>Explanation and verification of the Tender</i>	43
7.3.24	<i>Request for supplementary information concerning the Tender</i>	43
7.3.25	<i>Announcement of the award of the Contract</i>	43
Annexes.....		44
Annex 1	Definition of Terms	44
Annex 2	List of Reference Contracts (separate document for Lot 1 and Lot 2)	44
Annex 3a	Project team (separate document for Lot 1 and Lot 2)	44
Annex 3b	Vessel(s) (separate documents for Lot 1 and Lot 2)	44
Annex 3c	Equipment (separate documents for Lot 1 and Lot 2).....	44
Annex 3d	Acquisition parameters (for Lot 2 only)	44
Annex 4	Cycle times and Prices Rates Lot 1 (separate documents for Lot 1 and Lot 2)	44
Annex 5-I	Draft Contract	44
Annex 5-II	Conditions of Contract	44
Annex 5-III	Pricing Schedule (separate documents for Lot 1 and Lot 2)	44
Annex 5-IV	Scope of Work (separate documents for Lot 1 and Lot 2)	44
Annex 5-V	Health, Safety & Environment (HSE) Requirements	44
Annex 5-VI	Quality Management Requirements.....	44
Annex 6	Statement sanctions on Russia	44
Annex 7	Complaints Procedure.....	44

Definition of terms

See Annex 1 Definition of Terms.

1. Introduction

The Tender Document at hand contains information regarding this invitation to Tender conducted in accordance with the European open procedure for the execution of a 'Geophysical Survey of the potential Wind Farm Zone Search Area 6/7'.

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

- Lot 1 Seabed survey (SS);
- Lot 2 3D Seismic Survey.

Note: This Tender Document describes the requirements and conditions for both Seabed Survey (Lot 1) as well as 3D Seismic Survey (Lot 2). If information is specific to lot 1 or 2, this will be indicated in 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). The Procurement Office IUC-EZK/LVVN will act as process manager during this tendering process.

The Netherlands Enterprise Agency (hereafter: RVO) encourages 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 and Climate (in Dutch: Ministerie van Economische Zaken en Klimaat or EZK in short).

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

To meet increasing energy and electricity demands in the Netherlands, more offshore wind farms are needed, creating a more resilient, independent and sustainable energy supply. Therefore, the Dutch government has adopted a Roadmap for the development of offshore wind farms, which can be found on <https://energietransitie.nl/soorten-energie/windenergie/windenergie-op-zee/waar-staan-en-komen-de-windparken-op-zee>.

The Netherlands' existing offshore wind farms have a combined capacity of approximately 4,700 MW. Click [here](#) to learn more about the current status of the Dutch Offshore Wind Energy. An English version of the roadmap can be found [here](#). The Dutch government's current roadmap aims to install 23 GW of offshore wind capacity. After the completion of the current Roadmap, the development of wind farms in the Dutch North Sea will continue. Search area 6/7 is expected to be included in the next iteration of the offshore wind energy roadmap.

The wind farms will be built in designated Wind Farm Zones. Wind farms outside these Wind Farm Zones are prohibited. Within the designated Wind Farm Zones, the government defines the specific Wind Farm Sites (in Dutch: 'Kavels') in which wind farms can be constructed using a so-called Wind Farm Site Decision (in Dutch: 'Kavelbesluit'). This Wind Farm Site Decision contains all conditions for building and operating a wind farm on that specific site.

Developers can apply in tenders for the permits to build and operate a wind farm according to a Wind Farm Site Decision. Winners of these permit tenders will be granted a permit and a grid connection to the mainland.

As part of the tender documentation, the participants receive an information package in which detailed information on the site is included. Detailed investigation data about soil and wind & water conditions at the site is part of this information package. The results of the geophysical works following this tender contributes to that information package. In this context, RVO is responsible for commissioning the collection of geophysical site data required for the assessment and development of future offshore wind farm zones within the Wind Farm Search Area. For this purpose, RVO is conducting this tender procedure for a Geophysical Survey.

1.3 (Indicative) Time schedule

The schedule below applies to this tendering process.

Date	Description
September 14 th , 2026	Issuing of publication, start of tendering period.
October 12 th , 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).
November 9 th , 2026	Issuing of Memorandum of Information.
December 7 th , 2026 13:00 CET	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
December 7 th , 2026 up to and including January 8 th , 2027	Assessment of Tenders.
January 11 th , 2027	Announcement of the award of the Contract.
January 26 th , 2027	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
February 1 st , 2027	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
February 8 th , 2027	Starting date of Contract.

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

2. Description of assignment

2.1 Description and objective of the assignment

Purpose of the Geophysical Survey of the potential Wind Farm Zone Search Area 6/7

The acquired geophysical survey data will be used to develop the Geological Ground Model and to establish the variability within soil engineering properties in a Geotechnical Interpretative Report by the Contracting Authority. This information is required by wind farm developers to prepare their bids for the permit tender.

The objective of the Contracting Authority's site studies, investigations and surveys is to provide adequate input for the design and installation of the wind turbine (monopile) foundation as well as the design and installation of the infield cable array for the future construction of wind farms located beyond the twelve-nautical-mile zone off the Dutch coast.

Objective of this Tender

The objective of this assignment is to map the seabed and shallow geology in order to support decision making regarding wind farm site selection, wind farm design and risk assessment.

The assignment concerns the performance of geophysical investigations within the investigation area and is divided into the following lots:

- **Lot 1: Seabed survey (SS)** including Sub-Bottom Profiling (SBP), Magnetic Survey (MAG), Side Scan Sonar (SSS), Multibeam Echosounder (MBES) and seabed sampling by means of grab samples.
- **Lot 2: 3D Seismic Survey** (3D Ultra-High Resolution Seismic survey (3D-UHRS), Multibeam Echosounder (MBES), integration of the lot 1 data and delivery of a Preliminary Ground Model based on the available survey data.

More detailed information on the scope, specifications and contractual conditions of the assignment is included in Annex 5 'Contract Documents', which contains the following sections:

- I Draft Contract;
- II Conditions of Contract;
- III Pricing Schedule (separate documents for Lot 1 and Lot 2);
- IV Scope of Work (separate documents for Lot 1 and Lot 2);
- V Health, Safety & Environment (HSE) Requirements;
- VI Quality Management Requirements.

The technical specifications for the Seabed Survey and the 3D-UHRS Survey are set out in Annex 5-IV 'Scope of Work' for the relevant Lot.

2.1.1. Review Clause

The Contracting Authority acknowledges that, at the time of publication of this Tender Document, certain circumstances may exist that could affect the execution period, quantities or planning of the Work. The purpose of this Review Clause is to provide a transparent and predefined mechanism for addressing such circumstances, while maintaining the nature and scope of the assignment as described in this Tender Document.

The Review Clause may only be applied in the event that one or more of the following circumstances occur:

- changes in decisions of the Contracting Authority that do not alter the general nature of the services, including changes to the timing, exact size or position of the investigation area;
- delays or changes in the performance of related geophysical or geotechnical activities by other contractors employed by the Contracting Authority, where such activities affect the execution of the Work and are outside the reasonable control of the Contractor;
- market developments or additional market requirements that require consideration by the Contracting Authority, provided that these do not alter the general nature of the Work;

- weather conditions affecting the progress and duration of the Work.

If one or more of the above-mentioned circumstances occur, the Contracting Authority may, where necessary, extend the Contract Period and/or adjust the quantities of the Work to the extent required to complete the Work within the scope and under the conditions of this Tender Document.

Any change arising from the application of this Review Clause that affects the Scope of Work, Contract Price or Key Dates shall be implemented in accordance with Clause 11 (Variations) of Annex 5, Section II – 'Conditions of Contract'.

The application of this Review Clause does not entitle the Contractor to any extension, additional payment or other compensation unless such extension, payment or compensation is agreed by the Contracting Authority and implemented in accordance with the Contract.

Any extension or adjustment resulting from the application of this Review Clause shall remain within the nature and scope of the original assignment described in this Tender Document.

2.2 Lots

The invitation to Tender is divided into the following lots:

- **Lot 1: Seabed Survey (SS);**
- **Lot 2: 3D Seismic Survey.**

Tenderers may submit a Tender for one or more lots. A Tenderer may be awarded more than one lot. A separate contract will be concluded for each lot awarded.

When lot 1 and lot 2 are awarded to different Contractors, the Contractor for lot 2 shall use the lot 1 data, made available by the Contracting Authority, for the purpose of data integration and preparation of the preliminary ground model. The responsibilities of both Contractors regarding the verification, use and integration of the datasets are further specified in 'Annex 5-IV 'Scope of Work (Lot 1 and Lot 2)'.

2.3 Justification of the Procurement Structure and Lot Division

There is no case of unnecessary aggregation of contracts.

The Contracting Authority has assessed the coherence of the activities, market access and the organisational consequences of the chosen procurement approach. The relevant market includes sufficient specialised companies capable of performing this Contract.

In addition, access for small and medium-sized enterprises (SMEs) has been taken into account by dividing the Contract into two lots: Lot 1 – Seabed Survey and Lot 2 – 3D-UHRS Survey.

2.4 Contract Period

The anticipated commencement date of the Contract is stated in section 1.3 – 'Time schedule' of this Tender Document. The Contracting Authority intends to conclude a Contract for an initial period of two (2) years.

The Contracting Authority has the option to extend the Contract two times, under the same terms and conditions, for a period of up to one (1) year each time. The total duration of the Contract is therefore a maximum of four (4) years, including the extension options.

The Contractor shall plan and perform the Work in such a manner that the assignment can be completed within this initial Contract Period.

In addition to the above-mentioned extension options, an extension of the Contract Period is only possible if one or more of the circumstances described in Section 2.1.1 – 'Review Clause' occur and if, as a direct result of such circumstances, additional time is required to complete the Work within the scope of this Tender Document.

Any extension under the Review Clause:

- does not constitute an automatic right of the Contractor to an extension;

- is subject to a decision by the Contracting Authority;
- shall be limited to the period reasonably required to complete the Work;
- shall remain within the nature and scope of the original assignment.

Any extension or adjustment resulting from the application of the Review Clause shall be implemented in accordance with the provisions of the Contract, including Clause 11 (Variations) of 'Annex 5-II Conditions of Contract', where applicable.

2.5 Scope of the assignment

The Contracting Authority has estimated the fixed total Contract value for the two lots, as follows:

- Lot 1: between € 9,000,000.- and € 16,000,000.- (exclusive of VAT);
- Lot 2: between € 30,000,000.- and € 44,000,000.- (exclusive of VAT).

The fixed total Contract Price value is based on 'Annex 4-A Cycle Times and Rates – Seabed Survey (Lot 1)' or 'Annex 4-B Cycle Times and Rates – 3D seismic survey (Lot 2)'.

The maximum Contract value stated above relates to the initial scope of the assignment. This value does not include any potential changes or additional activities resulting from the application of the Review Clause set out in Section 2.1.1 – 'Review Clause'.

If the Review Clause is applied, the Contracting Authority may, depending on the nature of the circumstances concerned, decide to adjust the Contract Period, Key Dates, Scope of Work and/or assign additional activities.

Where the application of the Review Clause results in additional activities with a financial impact, the Contracting Authority may assign such additional activities up to a maximum additional value of 50% of the maximum Contract value of the relevant Lot.

Any additional activities resulting from the application of the Review Clause shall:

- remain within the nature and scope of the original assignment;
- be directly related to the Work described in this Tender Document and
- contribute to achieving the objectives of the assignment.

It is possible that the services specified in the Contract may change as a result of political, budgetary, administrative or organisational developments within the Dutch government, including changes resulting from an expansion or reduction of the activities of the Contracting Authority, changes to the Contracting Authority's position within the government, or changes to the objectives to be achieved.

If such circumstances occur, the Contracting Authority will consult with the Contractor. Any resulting change to the Scope of Work, Contract Price or Key Dates shall be implemented in accordance with Section 2.1.1 – Review Clause and Clause 11 (Variations) of 'Annex 5-II Conditions of Contract'.

The estimated Contract values are indicative only and no rights may be derived from these values. The Tender Document has been prepared based on the knowledge and circumstances available at the time of publication.

3. Requirements to this assignment

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

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and 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.

3.1 Requirements relating to execution of the Work regarding Lot 1 and 2

Contractor must comply with the following requirements relation to the execution of the Work.

- Contractor must perform the Work required under the Contract, including the Geophysical Survey for the potential Wind Farm Zone Search Area 6/7, in accordance with Annex 5-IV 'Scope of Work' (separate documents for Lot 1 and Lot 2).
- Contractor must perform the Work in accordance with the project documentation prepared by Contractor and approved by the Contracting Authority, including the latest version of the Project Documentation, unless the Contracting Authority has granted prior written approval to deviate from such documentation.
- Contractor must ensure the secure handling, storage, transfer and protection of all data collected, generated or processed during and after the performance of the Work, in accordance with the requirements set out in 'Annex 5-VI - Quality Management Requirements'. The resulting Quality Management Plan shall be produced by Contractor and subject to approval by Contracting Authority, unless Contracting Authority has given permission in writing to deviate from such documentation.
- A Tender will only be considered compliant if it has been submitted in a legally valid manner and if the Tenderer has substantiated in its Tender that the services offered relate to, support or are necessary for the future development or construction of offshore wind farms located outside the twelve-mile nautical zone measured from the Dutch coast.
- Where travel is required for the performance of the Work, the Contractor must use zero-emission means of transport, such as electric vehicles or public transport, where reasonably possible. Where the use of zero-emission transport is not reasonably possible, the Contractor must compensate the related greenhouse gas emissions. The compensation must be based on CO₂ equivalents and must be demonstrable by means of a verifiable carbon offset scheme or by investment in sustainable energy or energy-saving measures. The Contractor must provide evidence upon request by the Contracting Authority.

3.2 Requirements relating to vessel(s) and equipment

Contractor must comply with the following requirements relating to the vessels, materials and equipment used for the performance of the Work.

General requirements for materials and equipment regarding Lot 1 and 2

- All materials and equipment, including parts thereof, provided or used by the Contractor must be suitable for the intended purpose, in good working condition and maintained in accordance with manufacturer's specifications, recognised standards and good industry practice,
- Where calibration is required by recognised standards, manufacturer specifications, the Scope of Work or good industry practice, the Contractor must ensure that valid and up-to-date calibration certificates are available before the relevant equipment is used for the performance of the Work.

Requirements for all survey vessels regarding Lot 1 and Lot 2

- The vessel or vessels used for the performance of the Work must be capable of continuous operation twenty-four (24) hours per day, seven (7) days per week.
- Each vessel offered must be capable of performing the Work as specified in Annex 5-IV 'Scope of Work' (separate documents for Lot 1 and Lot 2).
- Tenderer may propose the number of vessels required for the performance of the Work. No maximum number of vessels applies.

Specific requirements manned survey vessels regarding Lot 1 and 2

- For each manned survey vessel, the Contractor must submit, prior to mobilisation, an independent inspection report: "eCMID Small Vessel Inspection, Issue 7.1" (IMCA M189), including the "Checklist Based on Approved Code of Practice for Workboats", as specified in IMCA M189, Issue 7.1 (July 2025).
- The inspection report referred to in the above-mentioned requirement must not be older than six (6) months at the time of submission. All items in the checklist must be answered with "Yes" or "N/A".
- Each manned survey vessel must have sufficient capacity and facilities for:
 - a. accommodation, including berths and workspace, for the marine crew, survey crew and two (2) Offshore Client Representatives to be provided by the Contracting Authority, allowing work in two twelve-hour shifts per day;
 - b. onboard quality control (QC) and all processing required for quality assurance;
 - c. storage and bunkering capacity for spare parts, consumables, fuel and other items required for the performance of the Work.

Specific equipment requirements Lot 1

- For Lot 1, the Contractor must provide and use equipment suitable for the performance of a Seabed Survey, including SBP, MBES, SSS, MAG and seabed sampling, as described in 'Annex 5-IV-A Scope of Work Lot 1 Sa 67 GP – RevA'.
- The equipment for Lot 1 must include suitable facilities for data storage and sample storage, as well as an appropriate inventory of spare parts. The spare parts inventory must be deployed on board the relevant survey vessel and be ready for use during the performance of the Work.

Specific equipment requirements Lot 2

- For Lot 2, the Contractor must provide and use equipment suitable for the performance of full coverage 3D seismic survey activities, including 3D-UHRS and MBES, as described in 'Annex 5-IV-B Scope of Work Lot 2 Sa 67 GP - RevA'.
- The equipment for Lot 2 must include suitable facilities for data storage, as well as an appropriate inventory of spare parts. The spare parts inventory must be deployed on board the relevant survey vessel and be ready for use during the performance of the Work.

Requirements equipment regarding environmental exemption regarding Lot 1 and 2

- The Contracting Authority is responsible for obtaining the environmental exemption for underwater noise, required for the use of acoustic equipment within the investigation area.
 - Tenderer must submit, as part of its Tender, the documentation required by the Contracting Authority for the application for the environmental exemption. This documentation must include the specifications of the equipment to be used.
- 1) Equipment details of any sub bottom profiler or seismic source (e.g. SBP/ sparker/ boomer), including conservative estimate of the Sound exposure level single strike (SELss) with the operational frequency of the sub bottom profilers (SBP) or seismic sources, Pulse Length (ms), Angle of transmitted beam, Energy range (J) and operational Energy (J) for the application of environmental exemption (underwater noise).

- 2) Method statement describing the soft start procedure containing:
 - a. Use of Acoustic Deterrent Device (ADD) for (harbour) porpoises, when the survey starts, and when sub bottom profilers are not used for more than for four (4) hours.
 - b. Minimum use of the Acoustic Deterrent Device (ADD) for five (5) minutes.
 - c. Soft start procedure of the sub bottom equipment with description of duration and power settings of the equipment to allow porpoise mammals to leave site based on a transit speed of 7,5 km/h.
 - d. A stop of use of all acoustic equipment in case a porpoise mammal is spotted from the vessel bridge.

Regarding Lot 1 and 2

- The vessel(s) and equipment used for the purpose of executing the Work must comply with the specifications that are included in the documentation of the proposal. Variations in vessel(s), tools and equipment with respect to those proposed in the Tender after commencing the Contract is subject to approval by Contracting Authority. Any variation must, as a minimum, provide the same or better quality and/or performance than the vessel(s), tools and equipment included in the Tender.
- Judgement as to the suitability of the vessel(s), tools and equipment proposed shall be at the discretion of Contracting Authority. Variations must therefore fulfil the requirements listed in section 3.2 – 'Requirements relating to vessel(s) and equipment' and assessment of the variation according to the relevant preferences in section 5.4 must be compliant with the awarded score of the original Tender. For performance of an alternative vessel, Contracting Authority will assess if the size, workability, sailing characteristics and possibilities to deploy equipment are equal or better.

3.3 Requirements relating to personnel

Requirements applicable regarding Lot 1 and 2

The Contractor must ensure that all personnel involved in the execution of the Work, including data acquisition, data processing, interpretation and reporting, are suitably qualified and experienced for the tasks assigned to them.

The key project members identified in Annex 3a – 'Project team' and Annex 3b – 'Vessel' must meet the qualification and experience requirements specified in those annexes.

As a minimum, each key project member must demonstrate:

- relevant experience with offshore geophysical surveys using the equipment and software proposed for the performance of the Work; and
- at least five (5) years of relevant professional experience or experience gained through at least three (3) similar offshore geophysical survey projects, as further specified in the relevant job profile.

Where the Contractor intends to use equipment or software with which the proposed personnel have no previous experience, the Contractor must ensure that equivalent experience, appropriate training and sufficient competence are available before the equipment or software is used for the performance of the Work. Where such equipment or software is critical for the execution of the survey, the Contractor must provide evidence of the relevant training upon request.

All personnel working offshore must:

- have received appropriate offshore safety training, as demonstrated through their CVs and/or training certificates;
- hold valid medical certificates and offshore safety certificates required to perform offshore work in the Dutch North Sea for the duration of the Contract, including at least BOSIET (Basic Offshore Safety Induction and Emergency Training) or an equivalent qualification;
- have the legal right to work in the Investigation Area for the duration of the Contract.

Any replacement or variation of personnel proposed in the Tender after commencement of the Contract requires the prior written approval of the Contracting Authority.

The Contractor may propose personnel replacements by submitting the Personnel Replacement Form included in 'Annex 5-VI Quality Requirements' (Attachment 5), at least ten (10) working days before the replacement personnel are intended to participate in the project. Any replacement personnel must, as a minimum, have qualifications, experience and competence equivalent to or better than the personnel originally proposed in the Tender.

The personnel made available by the Tenderer do not necessarily have to be permanent employees of the Tenderer. The Tenderer may also use professionals engaged through another contractual relationship, provided that the Tenderer can demonstrate that the required skills and expertise are available during the performance of the Contract.

By submitting a bid, the Tenderer ensures that they have sufficient access to personnel to replace key team members if this should be required.

Evidence to be submitted with the Tender

Tenderer must submit, as part of its Tender, a personnel matrix and CVs for all key project members proposed for the performance of the Work.

The personnel matrix and CVs must demonstrate that the proposed key project personnel meet the qualification and experience requirements specified in Annex 3a and Annex 3b. The CVs must include, as a minimum, relevant education, professional qualifications, offshore survey experience, experience with comparable equipment and software, relevant project experience and the role performed in those projects.

Where Tenderer relies on personnel who are not permanent employees of the Tenderer, the Tenderer must demonstrate that these personnel will be available for the performance of the Contract.

The Contracting Authority may request supporting evidence, including copies of certificates, training records and availability statements, for verification purposes. Such supporting evidence must be provided within the period specified by the Contracting Authority.

Or in case of privacy

CVs may be anonymised, provided that each CV is linked to a specific role in the personnel matrix and clearly demonstrates compliance with the qualification and experience requirements specified in 'Annex 3-A Project Team Vessel and Equipment Lot 1 Sa 67 GP_COMPANY - RevA.xlsx' and 'Annex 3-B Project Team Vessel and Equipment Lot 2 Sa 67 GP_COMPANY - RevA.xlsx'.

The anonymisation must not prevent the Contracting Authority from verifying the relevance, level and duration of the experience presented.

3.4 Requirements relating to the prices/rates

3.4.1. Tenderer must submit the prices and rates applicable to the performance of the Work by completing Annex 4 'Cycle times and rates'.

By completing 'Annex 4-A Cycle_Times_and_Rates_Lot 1 Sa 67 GP_COMPANY - RevA.xlsx' (Lot 1) and/or 'Annex 4-B Cycle_Times_and_Rates_Lot 2 Sa 67 GP_COMPANY - RevA.xlsx' (Lot 2) Tenderer provides an overview of all maximum prices and rates applicable to the performance of the Work under the Contract.

When completing Annex 4 'Cycle times and rates' Tenderer must comply with the following requirements:

- a. Tenderer must submit one fixed price or rate for each requested price or rate item. Price ranges or bandwidths are not accepted.
- b. All prices and rates must be stated exclusive of VAT.
- c. The offered prices and rates must comply with the conditions set out in the Contract and this Tender Document.
- d. The Tenderer may not submit zero or negative prices or rates.
- e. The Contracting Authority applies a minimum and maximum price bandwidth as stated in Section 2.4 – 'Scope of the Assignment'.

A Tender with a total price exceeding the applicable maximum price will be rejected.
A Tender with a total price below the applicable minimum price will also be rejected.
In both cases, the Tender will not qualify for award of the Contract.

- f. A Tender proposing a completion date, later than the maximum completion date specified in Annex 4 'Cycle Times and Rates'. By completing 'Annex 4-A Cycle Times and Rates – Seabed Survey (Lot 1)' and/or 'Annex 4-B Cycle Times and Rates – 3D seismic survey (Lot 2)' will be rejected by the Contracting Authority and will not qualify for award of the Contract.

The accepted prices and rates resulting from the Tender shall, following award of the Contract, be incorporated into 'Annex 5-III-A Pricing Schedule SS Lot 1 Sa 67 GP' and 'Annex 5-III-B Pricing Schedule 3D SS Lot 2 Sa 67 GP' and shall form the basis of the fixed total Contract Price.

- 3.4.2 The price and rates submitted by Tenderer must be all-inclusive. They must include, all cost necessary for the performance of the Work, including, in any event, wage costs, overhead costs, vessel costs, accommodation costs, costs for support staff, costs relating to the use of equipment, software, and machinery, insurance costs, any applicable costs for e-invoicing, and local travel and accommodation expenses.

No additional costs may be charged to the Contracting Authority, unless expressly provided for in the Contract or in this Tender Document.

- 3.4.3 The total Contract Price shall be determined on the basis of the completed Annex 4 'Cycle times and prices and rates' submitted by Contractor and included in Annex 5-III 'Pricing Schedule'.

The total Contract Price is a fixed price and includes all costs necessary for the performance of the Work, except where this Tender Document or the Contract expressly provides otherwise.

The fixed total Contract Price may only be adjusted where this is expressly permitted under the Contract, including the Fuel Cost Adjustment Mechanism set out in Section 3.4.5.

- 3.4.4 The agreed prices and rates are fixed until February 2029.

After this date, Contractor may submit a request for indexation once per calendar year. Such request may only be submitted in the month of October and shall relate to the prices and rates applicable for February of the following year. Requests submitted before or after the month of October will not be considered.

Requests for indexation must be submitted to: contractmanagement@rvo.nl.

Prices and rates may be adjusted in accordance with the price index published by Statistics Netherlands (CBS) for hourly wage rates, including special remuneration under collective labour agreements, in the business services sector. For this purpose, the index figure applicable on February 2027 shall be set at 100.

Contractor must submit a substantiated request for indexation, including:

- a. a calculation of the proposed indexation;
- b. supporting CBS index information;
- c. a reference to the Contract; and
- d. an overview of the current prices and rates and the proposed indexed prices and rates.

The Contracting Authority will assess the request and will inform Contractor in writing whether the request is accepted.

- 3.4.5 A Fuel Cost Adjustment Mechanism applies to this Contract. This mechanism is intended to address certain fluctuations in LSMGO fuel bunkering prices during the offshore Work.

The full conditions, calculation method, evidentiary requirements and payment procedure relating to fuel cost compensation are set out in Article 3 of the Draft Contract.

Tenderer must take this mechanism into account when completing Annex 4 'Cycle Times and Rates'. No separate or additional fuel cost compensation may be claimed other than in accordance with the provisions of the Contract.

3.5 Tax-related requirements

- 3.5.1 Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
- 3.5.2 Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
 - the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
 - the amount including Dutch VAT (if applicable) and any VAT due outside the EU.
- 3.5.3 If 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.
- 3.5.4 If 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.
- 3.5.5 Tenderer guarantees that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
- 3.5.6 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.
- 3.5.8 If Contractor believes that 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 the quotation. Contractor 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, the costs of which will be borne by Contractor.

3.6 Invoicing requirements

- 3.6.1 Payments shall be made in accordance with the payment milestones and payment conditions specified in 'Annex 5—III-A 'Pricing Schedule Seabed Survey (Lot 1) – RevA' or 'Annex 5-III-B- 'Pricing Schedule' – '3D seismic survey (Lot 2) - RevA' and the Scope of Work. The payment milestones are linked to the completion of defined activities and the delivery of the corresponding deliverables as specified in the Contract.
- 3.6.2 Contractor may submit an invoice only after the relevant payment milestone has been achieved and the associated deliverables have been completed and accepted by the Contracting Authority.
This requirement does not apply to dissemination activities, including the Project and Site Description (PSD), and to the answering of additional market questions. These activities may be invoiced after completion and acceptance by the Contracting Authority.
- 3.6.3 **For companies established in the Netherlands only**
E-invoicing
The general terms and conditions that apply to this Contract contain a provision that invoices must be sent electronically (not in pdf). This can be done in 3 different ways:
- The invoicing portal of the Dutch government;
 - E-invoicing with your own (accounting) software package through Peppol;
 - E-invoicing through a service provider.

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

Contractor must obtain, maintain and comply with all environmental permits, approvals, exemptions and other authorisations required for the performance of the Work, insofar as these are the responsibility of the Contractor.

The Contracting Authority will only apply for the permit or exemption relating to underwater noise and nature disturbance required for the performance of the Work within the Investigation Area.

Contractor must provide all information and documentation reasonably required by the Contracting Authority for the application for, and compliance with, the permit or exemption relating to underwater noise and nature disturbance.

3.8 Requirements relating to social return

Social objectives are no longer considered a secondary aspect in the tendering process, but have become an essential part of it. This is reflected in the government procurement strategy '*Inkopen met impact*' ('procurement with impact') and the 'National Plan for Socially Responsible Procurement 2021-2025'. The Contracts concluded as a result of this tender, therefore provide the opportunity for the Contracting Authority, together with Contractor(s), to stimulate social developments that contribute achieving policy objectives or social outcomes considered important by the Dutch government. Contractor(s) are expected to contribute to these objectives.

Social return

The aim of Social Return is to achieve social objectives. This can be achieved by creating additional employment opportunities for people with a distance from the labour market and/or by improving their prospects for employment and income. The Social Return 2.0 policy framework provides the Contractor with flexibility for tailored solutions, a form-free approach and/or the pursuit of a broad range of social objectives.

The activities and/or projects must be related to the assignment(s) under the Contracts. Examples include training and coaching people from specific target groups, with the aim of supporting their personal development and improving their prospects of suitable employment.

After award of the Contracts, the Contractor(s) will be requested to develop an action plan for fulfilling the Social Return obligation. The Contracting Authority may provide ideas or opportunities for projects that align with its objectives and needs. In the action plan, the Contractor shall describe which target group(s) it intends to support, how it intends to achieve social impact, which impact it aims to achieve and what is required to realise this impact. If desired, the Contractor may coordinate this with the Contracting Authority and/or other relevant parties. The Contractor's intended efforts included in the Social Return action plan shall, after acceptance by the Contracting Authority, become part of the Contract.

The Social Return action plan shall subsequently be monitored and evaluated by a representative of IUC EZK/LVVN on behalf of the Contracting Authority.

Examples of Social Return initiatives can be found at www.maatwerkvoormensen.nl.

Specific requirements for the Social Return action plan

Following award of the Contract, the Contractor(s) agree(s) to submit, within 90 days after a request from the Contracting Authority, a proposal for the Social Return action plan regarding the design and implementation of the Social Return obligation.

This Social Return action plan shall align with the possibilities and objectives of the Contracting Authority and provides the Contractor with the opportunity to realise these ambitions.

The objective for the (additional) social impact to be achieved through this Social Return action plan shall be concrete, ambitious, achievable and realistic. The Social Return action plan shall, after consultation with and acceptance by the Contracting Authority, become part of the Contract. The Contractor shall subsequently implement the Social Return action plan based on an obligation of best efforts.

The starting point is that the intended activities included in the Social Return action plan shall be achieved within the terms of the Contract, commencing on the Contract commencement date.

The Parties may agree written amendments to the Social Return action plan.

Social Return obligation and implementation

The Contractor shall allocate at least 2% of the labour costs under the Contract to the Social Return obligation during the term of the contract. The amount represented by this percentage constitutes the Social Return value. The calculation method for determining the applicable labour costs shall be agreed with the Contracting Authority.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

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.

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.

Exception: Extract of Trade Register (no older than 6 months, see section 4.4).

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. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years counted from the time of submission of the Tender).
2. 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 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.

4.3 Suitability Requirements

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

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

4.3.1 Financial and economic standing

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

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

Evidence: Tenderer must provide evidence of compliance upon request by the Contracting Authority.

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 or;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

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

4.3.2 References (technical qualifications)

The Tendering Authority has set the following core competences, which demonstrate Tenderer's experience with essential aspects of the assignment.

Lot 1 – Seabed Survey (SS)

The size of each investigated area, that is part of the object of reference, is at least 50 km² per core competence.

Core competence 1

Execution of a geophysical seabed investigation, including data acquisition, processing and comprehensive reporting, in order to obtain high-resolution geophysical information suitable for development, engineering and installation purposes for an offshore wind farm, involving the acquisition of:

- a. high-resolution bathymetry and backscatter data using a Multi-Beam Echo Sounder (MBES);
- b. high-resolution Side Scan Sonar (SSS) and Magnetometer (MAG) data;
- c. high-resolution seismic data using single-channel Sub-Bottom Profilers (SBP), using a pinger/chirp source;
- d. comprehensive surficial seabed sampling and sample testing.

Core competence 2

Execution of an investigation requiring expert knowledge of the North Sea basin, or of sites with similar conditions, with appropriate justification.

Lot 2 – 3D Seismic Survey (3D SS)

The size of each investigated area, that is part of the object of reference, is at least 5 km² per core competence.

Core competence 1

Provision of vessels and equipment suitable for the execution of 3D-UHRS site investigations, processing and comprehensive reporting for an offshore geophysical site investigation in order to obtain high-resolution geophysical information down to 100 metres below seabed, suitable for development, engineering and installation purposes for an offshore wind farm, involving the acquisition of:

- a. high-resolution bathymetry and backscatter data using a Multi-Beam Echo Sounder (MBES);
- b. 3D Ultra-High Resolution Multi-Channel Seismic data, using a source of power suitable for the depth of interest.

Core competence 2

Execution of an investigation requiring expert knowledge of the upper 100 metres below seabed of the North Sea basin, including seabed morphology and geology, or of sites with similar conditions, with appropriate justification.

Core competence 3

The Tenderer must provide representative examples of a previously acquired and processed 3D-UHRS data, showing the resolution, processing, interpretation and scale of the project can be achieved by the Tenderer. The data examples can be PDF's, merged with Annex 2 by the Tenderer.

The data following data example must be provided:

- Two seismic sections: extracted from a fully processed and migrated 3D UHRS volume, labelled with depth scale and location. Both sections must be processed data. One shall be interpreted, one uninterpreted.
- Three depth-converted horizontal depth slices extracted from the depth-converted volume: 1 Shallow slice (<15m below seabed), 1 deeper slice (30-60m) representative of the stratigraphic complexity and one deepest slice (~100-150m).

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

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the three years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- The total value of the reference assignments for Lot 1 must be at least EUR 1,500,000 excluding VAT. The total value of the reference assignments for Lot 2 must be at least EUR 1,000,000 excluding VAT. This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the service specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.
- Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence: fill in and submit 'Annex 2 – Reference contracts' together with Tender

Tenderer may not submit more than one reference for each core-competence. If a single reference demonstrates compliance with multiple core-competences, the same reference may be used for those different core-competences. The reference(s) must include contact details.

Where a reference is submitted for Lot 1, it must demonstrate a minimum contract value of EUR 1,500,000 excluding VAT.

Where a reference is submitted for Lot 2, it must demonstrate a minimum contract value of EUR 1,000,000 excluding VAT.

If the same reference is submitted for both Lots, the reference must demonstrate compliance with the minimum contract value applicable to each relevant Lot.

The contract value of the reference assignment must exclusively relate to the parts of the assignment that are equivalent to the product and service specified in this document.

If required, the Tendering Authority reserves the right to verify the accuracy and completeness of the submitted references and to contact one or more 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 he has a quality-assurance system that is at least equivalent to a certified quality-assurance system. By 'equivalent', we mean the following:

- Quality assurance is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department (e.g. by means of a quality handbook). This department also bears responsibility for the correct design, execution and management of this quality policy.
- Presence and company-wide implementation of relevant procedures relating to service provision/end products and management of resources and documents, within which continual improvement is an important point of attention.
- Operation of an internal quality cycle, including the measurement, analysis and improvement of quality levels.
- Performance of a periodic, independent audit by an expert concerning compliance with the quality procedures.

- Customer-oriented processes: a system is in place to ensure (from the customer's perspective) that there is a clear picture of the customer's needs and that these needs are implemented into your business processes.

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: Tenderer must provide evidence of compliance upon request by the Contracting Authority.

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

Or

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

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.

4.3.4 Health, Safety and Environmental protection (technical qualifications)

By signing the 'European Single Procurement Document', the Tenderer states that:

- the Tenderer has a valid and certified Health, Safety & Environment (HSE) management system which is certified to VCA (SCC) and/or ISO 45001 and/or an equivalent certificate with regard to health and safety management, for which the certificate has been issued by a certification institution recognised by the (inter)national accreditation structure;

or

- That he has an environmental protection system that is at least equivalent to a certified environmental protection system. By 'equivalent', we mean the following:
 - Health, Safety and Environmental protection is embedded in the entire organisation (in policy), adopted by the responsible management, and actively supported by that management. That management is also responsible for the proper set-up, implementation, and control of the health & safety policy;
 - comprehensive insight in health, safety and environmental risks/hazards applicable to the business operations and insight in the health and safety performance (data);
 - insight in where the business operations impact the health, safety and environmental risks and how to eliminate or control/reduce the health, safety and environmental risks/impact;
 - the presence of a periodical and independent verification/audit of the compliance with the agreements on health, safety and environmental performance and the effectiveness of the health and safety measures;
 - the presence of reports on the compliance with the agreements on the health, safety and environmental performance;
 - the presence of plans and the execution of actions to further reduce the health, safety and environmental risks.

The requirements in this section test the suitability of the Tenderer.

If the Tender is submitted by a consortium, each consortium member responsible for activities covered by this requirement must comply with the applicable Health, Safety and Environmental requirements.

Evidence: Tenderer must provide evidence of compliance upon request by the Contracting Authority.

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

- A description (max. two A4 sides, either single or double-sided) 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'. The 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.

4.3.5 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: Submit together with the Tender

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

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

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

5. Award criteria and assessment

5.1 Introduction

This section concerns the award criteria. The Contracting Authority will assess the Tenders based on the award criterion of the Most Economically Advantageous Tender (MEAT), based on the Best Price-Quality Ratio (BPQR).

The weighting between quality and price is as follows.

Lot 1 – Seabed Survey

- Quality: 75%;
- Price: 25%.

Lot 2 – 3D Seismic Survey

- Quality: 80%;
- Price: 20%.

This section contains the quality award criteria on the basis of which the Tenders will be assessed. Each quality award criterion describes a preference against which the Tender will be assessed.

The Tenderer must submit its answers and responses to the award criteria in TenderNed as part of its Tender (see Sections 7.3.14 and 7.3.15). When preparing its responses, the Tenderer must take into account the requirements set out in Chapter 3 – “Requirements relating to the Assignment”.

A maximum of 100 points can be awarded for the responses to the award criteria/questions.

The Contracting Authority will assess the Tenders for each Lot separately.

The corresponding weighting and maximum scores are different for the two Lots.

Lot 2 has an extra quality award criterium: Acquisition parameters (Annex 3d) and scoring methodology.

Lot 1 – Seabed Survey

Paragraph number	Subject		Maximum number of points
5.2	Award criteria relating to preliminary Project Documentation		45 points
	Project Execution Plan	35 points	
	HSE Management Plan	4 points	
	Quality Management Plan	6 points	
	Award criteria relating to Annex 3		30 points
5.3	Project team (Annex 3a)	15 points	
5.4	Vessel (Annex 3b)	7.5 points	
	Equipment (Annex 3c)	7.5 points	
5.5	Award criteria relating to prices and rates		25 points
	Total		100 points

Lot 2 – 3D Seismic Survey

Paragraph number	Subject		Maximum number of points
5.2	Award criteria relating to preliminary Project Documentation		45 points
	Project Execution Plan	35 points	
	HSE Management Plan	4 points	
	Quality Management Plan	6 points	
	Award criteria relating to Annex 3		35 points
5.3	Project team (Annex 3a)	15 points	
5.4	Vessel (Annex 3b)	7.5 points	
	Equipment (Annex 3c)	7.5 points	
	Acquisition parameters (Annex 3d)	5 points	
5.5	Award criteria relating prices and rates		20 points
	Total		100 points

5.2 Award criteria relating to the Project Documentation

This section concerns the quality assessment of the Project Documentation submitted by the Tenderer.

The Contracting Authority will assess the Project Documentation submitted for each Lot separately, using the award criteria and scoring methodology, with different maximum number of points, as highlighted in the tables above.

The Tenderer must submit the following three documents, which will be used for the assessment of the Project Documentation award criterion:

- Project Execution Plan (PEP);
- Quality Management Plan (QMP);
- Health, Safety and Environmental Management Plan (HSEMP).

The submitted documents must contain, as a minimum, the specific sections described below. Method statements may be further elaborated and standard method statements and plans may be included as appendices to the relevant documents, provided that these appendices are clearly referenced in the main document.

Tenderer is advised not to include additional documents other than the documents requested above, except for relevant appendices. Additional documents that are not requested may not be taken into account in the assessment of the Project Documentation.

5.2.1 Expected content Project Execution Plan (hereafter: PEP)

The PEP shall describe how the Contractor intends to execute the Work as described in Annex 5-IV 'Scope of Work' for the relevant lot, while complying with the Contract.

The PEP shall, as a minimum, contain the following sections:

1. Introduction

This section shall contain a description of the Work and demonstrate that the Tenderer has adequately analysed and understood the requirements of the Assignment.

2. Preparation

This section shall contain details of the onshore preparation phase, including information regarding the survey approach, survey design, area management, line plans, permits, environmental considerations, UXO limitations, geological considerations and other relevant aspects required during the preparation phase.

3. **Data acquisition**

This section shall contain details of the offshore data acquisition phase, including mobilisation, calibration and verification, positioning, acquisition methodology, vessel capabilities, weather and environmental limitations, equipment and sensor configuration, resolution, operational QA/QC procedures, data acceptance criteria and optimisation of acquisition parameters.

Method statements may be referenced and included as appendices.

Vessels and equipment may be described in this section; however, these aspects will be assessed based on the information provided in Annex 3b/c and the relevant award criteria.

4. **Sustainability**

This section shall contain details on measures to execute an efficient survey campaign while minimising emissions and environmental impact. This may include, for example, the use of biofuels, measures to prevent loss of equipment, and minimisation of materials with negative environmental impact, such as oil and antifouling products.

The Tenderer is encouraged to provide specific, innovative and measurable measures to support sustainable execution of the Work.

5. **Processing and interpretation**

This section shall contain details on how the Contractor will process and interpret the acquired data, including processing steps, interpretation workflows, timing of said steps and workflows, and the expected impact on data quality and deliverables.

6. **Delivery and reporting**

This section shall contain details on how the Contractor will integrate the final data into comprehensive delivery packages, including intermediate reports and data packages and their content.

7. **Schedule**

The Contractor shall provide a schedule in the form of a Gantt chart, including all phases of the Work and relevant interfaces. The schedule shall be accompanied by a substantiation.

8. **Risk assessment**

A risk assessment, including a risk matrix and mitigating measures, shall be included. The risk assessment shall include risks related to at least the following project phases:

- preparation;
- offshore acquisition;
- processing and interpretation.

The Tenderer shall specify the type of risk addressed, such as schedule, data quality, HSE or other relevant risks.

5.2.2 Expected content Quality Management Plan (hereafter: QMP)

The QMP shall describe the quality assurance and quality management systems of the Contractor in accordance with the sections and requirements set out in 'Annex 5-VI Quality Management Requirements Sa 67 GP – RevA.pdf', while complying with the Contract and the Scope of Work.

Sections may be added or combined, provided that the structure remains clear and all relevant information is adequately referenced.

5.2.3 Expected content Health, Safety and Environmental Management Plan (hereafter: HSEMP)

The HSEMP shall describe 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 Sa 67 GP – RevA.pdf'.

The Contractor is responsible for ensuring a safe working environment for all persons involved in the project, including but not limited to personnel on board vessels, project sites, warehouses and Contractor offices.

5.2.4 Assessment aspects Project Documentation

The Project Documentation will be assessed based on the following aspects.

Project Execution Plan (PEP)

The PEP will be assessed based on:

- The extent to which the PEP demonstrates a clear understanding of the Scope of Work, project objectives and specific challenges related to the offshore geophysical survey.
- The extent to which the proposed execution approach is complete, realistic and feasible for successful execution of the Work.
- The manner in which the Tenderer demonstrates control over the execution of the Work, including planning, interfaces, responsibilities and operational constraints.
- The manner in which the Tenderer identifies relevant risks and proposes effective and realistic mitigation measures.
- The extent to which the proposed approach contributes to efficient and sustainable execution of the survey campaign.

The assessment aspects described above for the PEP will be considered collectively. The Contracting Authority will perform an integral assessment and determine one overall score for each document based on the overall quality of the submitted document.

For each Lot for which the Tenderer submits a Tender, a separate PEP shall be submitted.

The description may consist of a maximum of **60 A4 pages per Lot**, using Verdana font size 9, excluding the cover page, document history, table of contents and well-referenced appendices such as standard method statements.

The maximum of 60 A4 pages applies separately to each Lot. Therefore, a Tenderer submitting a Tender for both Lot 1 and Lot 2 may submit one PEP of up to 60 A4 pages for Lot 1 and one PEP of up to 60 A4 pages for Lot 2.

If more than 60 A4 pages are uploaded for a PEP for a specific Lot, only the first 60 A4 pages of that PEP will be taken into account in the assessment. Any additional pages will be disregarded and will not be assessed.

The name of the document to be uploaded must be:

"PEP – [TENDERER COMPANY NAME] - Sa67 GP - Lot1" and/or

"PEP – [TENDERER COMPANY NAME] - Sa67 GP - Lot2".

Quality Management Plan (QMP)

The QMP will be assessed based on:

- The extent to which the QMP demonstrates a clear understanding of the Quality Management Requirements, project objectives and specific challenges related to the offshore geophysical survey.
- The extent to which the QMP demonstrates an effective approach to ensuring reliable, traceable and high-quality survey data and deliverables.
- The manner in which the Tenderer describes quality assurance and quality control procedures, workflows and verification processes.
- The extent to which quality risks are identified and appropriate measures are proposed to prevent, detect and resolve quality issues.
- The manner in which communication, document control and quality interfaces are managed.

The assessment aspects described above for the QMP will be considered collectively. The Contracting Authority will perform an integral assessment and determine one overall score for each document based on the overall quality of the submitted document.

For each Lot for which the Tenderer submits a Tender, a separate QMP shall be submitted.

The description may consist of a maximum of **40 A4 pages per Lot**, using Verdana font size 9, excluding the cover page, document history, table of contents and well-referenced appendices such as standard method statements.

The maximum of 40 A4 pages applies separately to each Lot. Therefore, a Tenderer submitting a Tender for both Lot 1 and Lot 2 may submit one QMP of up to 40 A4 pages for Lot 1 and one QMP of up to 40 A4 pages for Lot 2.

If more than 40 A4 pages are uploaded for a QMP for a specific Lot, only the first 40 A4 pages of that QMP will be taken into account in the assessment. Any additional pages will be disregarded and will not be assessed.

The name of the document to be uploaded must be:

"QMP – [TENDERER COMPANY NAME] - Sa67 GP - Lot1" and/or

"QMP – [TENDERER COMPANY NAME] - Sa67 GP - Lot2".

Health, Safety and Environmental Management Plan (HSEMP)

The HSEMP will be assessed based on:

- The extent to which the HSE Plan demonstrates an understanding of relevant offshore health, safety and environmental risks.
- The manner in which the Tenderer identifies, assesses and manages HSE risks during preparation, mobilisation, offshore execution and completion of the Work.
- The extent to which the proposed HSE measures are specific, realistic and effective.
- The manner in which environmental protection measures and compliance with applicable environmental requirements are integrated into the execution approach.

The assessment aspects described above for the HSEMP will be considered collectively. The Contracting Authority will perform an integral assessment and determine one overall score for each document based on the overall quality of the submitted document.

For each Lot for which the Tenderer submits a Tender, a separate HSEMP shall be submitted.

The description may consist of a maximum of **30 A4 pages per Lot**, using Verdana font size 9, excluding the cover page, document history, table of contents and well-referenced appendices such as standard method statements.

The maximum of 30 A4 pages applies separately to each Lot. Therefore, a Tenderer submitting a Tender for both Lot 1 and Lot 2 may submit one HSEMP of up to 30 A4 pages for Lot 1 and one HSEMP of up to 30 A4 pages for Lot 2.

If more than 30 A4 pages are uploaded for an HSEMP for a specific Lot, only the first 30 A4 pages of that HSEMP will be taken into account in the assessment. Any additional pages will be disregarded and will not be assessed.

The name of the document to be uploaded must be:

"HSEMP – [TENDERER COMPANY NAME] - Sa67 GP - Lot1" and/or

"HSEMP – [TENDERER COMPANY NAME] - Sa67 GP - Lot2".

5.3 Award criteria relating to Project team

The Tenderer must complete Annex 3a – ‘Project team’ (fill in the specific document for Lot 1 or Lot 2), providing an overview of the key project members and other team members proposed for the onshore and offshore teams allocated to the Work.

The requirements, award criteria, assessment methodology and maximum number of points described in this section apply equally to Lot 1 and Lot 2. For each Lot, the Contracting Authority will assess the proposed Project team separately, based on the same award criteria and scoring methodology.

The Contracting Authority will use the following information as the basis for the assessment:

- Annex 3a – ‘Project Team’ will be the sole basis for determining the score for this award criterion. The submitted CVs will only be used to verify whether the qualifications and experience stated in Annex 3a have been correctly provided. If CVs are not submitted for proposed key personnel, the relevant experience and qualifications cannot be verified and will not be taken into account in the assessment.
- The Tenderer must carefully review Annex 3a – ‘Project team’. The requirements and instructions for completing Annex 3a – ‘Project team’ are included in the Annex itself.
- The CVs must contain a description of the roles performed during relevant work experience. The Tenderer must clearly describe which equipment, techniques and methods were applied in the projects performed by the proposed (key) project members.
- A maximum of 17 project members may be proposed for each lot.

The proposed key project members must comply with the minimum experience requirements specified in Annex 3a – ‘Project Team’. In addition, relevant experience, knowledge and expertise demonstrated by the proposed project team will be assessed in accordance with the assessment criteria set out below.

Variations in personnel to those proposed in the Tender *after* commencing the Contract is subject to prior approval by Contracting Authority. Contractor can offer variation in personnel (e.g. replacements) by means of a replacement form. An example is found as a template in this tender package. Any variation shall be subject to approval of the Contracting Authority as quickly as reasonably feasible. The changed personnel 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 their 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.

5.3.1 Assessment aspects Project team

The Project team will be assessed based on the following aspects:

1. The extent to which the information provided in Annex 3a – ‘Project team’ is detailed, clear, specific and feasible.
2. Overall composition, expertise and coverage of the Project Team: The extent to which the proposed Project Team as a whole demonstrates an appropriate and complementary combination of relevant knowledge, expertise and experience, with sufficient coverage of the disciplines and roles required for the successful execution of the Work.
3. Suitability individual key personnel for their proposed roles: The extent to which the knowledge, expertise and relevant experience of the individual key personnel correspond to their proposed roles, responsibilities and activities within the project.
4. Relevant practical and technical experience: The extent to which the proposed key personnel demonstrate relevant practical experience with the equipment, software, techniques and methods applicable to the Work, insofar as relevant to their respective roles.

The assessment aspects described above will be considered collectively. The Contracting Authority will perform an integral assessment and determine one overall score for the Project team based on the overall quality of the information submitted in Annex 3a - 'Project team'.

5.4 Award criteria relating to vessel(s) and equipment

The requirements, award criteria, assessment methodology and maximum number of points described in this section apply equally to Lot 1 and Lot 2, unless explicitly stated otherwise. For each Lot, the Contracting Authority will assess the proposed vessel(s) and equipment separately, based on the same award criteria and scoring methodology.

The Tenderer must provide an overview of the vessel(s) and survey equipment proposed for performing the surveys within the scope of the Contract.

The Tenderer must provide a substantiation explaining why the proposed vessel(s) and equipment are suitable for the execution of the Work, in accordance with the instructions provided in Annex 3b&c - 'Vessels&Equipment' (fill in the specific document for Lot 1 or Lot 2).

Assessment aspects Survey vessel(s)

The proposed survey vessel(s) will be assessed based on the information provided by the Tenderer in Annex 3b&c - 'Vessels&Equipment'.

The assessment will consider:

- The extent to which the proposed vessel(s) are suitable for performing the Work, taking into account the requirements of the Scope of Work, operational capabilities and offshore conditions.
- The extent to which the proposed vessel(s) support reliable, efficient and safe execution of the survey activities, including operational flexibility and availability.
- The extent to which the proposed vessel(s) provide added value compared to the minimum requirements specified in the Tender Documents.
- The extent to which the information provided by the Tenderer is detailed, clear, specific and feasible.

The assessment aspects described above will be considered collectively. The Contracting Authority will perform an integral assessment and determine one overall score for the vessel(s) based on the overall quality of the information submitted in 3b&c - 'Vessels&Equipment'.

Assessment aspects Survey equipment

The proposed survey equipment will be assessed based on the information provided by the Tenderer in Annex 3b&c - 'Vessels&Equipment'.

The assessment will consider:

- The extent to which the proposed survey equipment is suitable for achieving the required survey objectives and data quality.
- The extent to which the proposed equipment configuration, technical specifications and supporting systems contribute to reliable and efficient data acquisition.
- The extent to which the proposed equipment provides added value compared to the minimum requirements specified in the Tender Documents.
- The extent to which the information provided by the Tenderer is detailed, clear, specific and feasible.

The assessment aspects described above will be considered collectively. The Contracting Authority will perform an integral assessment and determine one overall score for the equipment based on the overall quality of the information submitted in 3b&c - 'Vessels&Equipment'.

5.5 Award criteria Acquisition parameters for 3D-UHRS data regarding only to Lot 2

For Lot 2, the Tenderer must also complete the 3D-UHRS acquisition parameters in Annex 3d – 'Acquisition parameters'.

The 3D-UHRS acquisition parameters provided in Annex 3d – 'Acquisition parameters' will be assessed based on the following parameters:

- Bin size;
- Nominal fold;
- Maximum offset.

Assessment aspects Acquisition parameters for 3D-UHRS data

For the award criteria acquisition parameter, the maximum total score is five (5) points, which is calculated by averaging the separate scores of the aforementioned parameters.

Bin size

The scoring of the bin size will be determined as follows (in case of different vertical and horizontal resolution, the largest value will be used):

Bin size (rounded)	Score
2 x 2 m	5
3 x 3 m	4
4 x 4 m	3
5 x 5 m	2
6.25 x 6.25 m	1

Nominal fold

The scoring of the nominal fold will be determined as follows:

Nominal fold	Score
≥48	5
42 – 47	4
36 – 41	3
30 – 35	2
24 – 29	1

Maximum Offset

The scoring of the maximum offset will be determined as follows:

Maximum Offset	Score
140 - 150	5
130 - 139	4
120 - 129	3
100 - 119	2
90 - 99	1

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

The Tenderer shall provide all applicable prices and rates in 'Annex 4-A Cycle_Times_and_Rates_Lot 1 Sa 67 GP_COMPANY - RevA.xlsx' and/or 'Annex 4-B Cycle_Times_and_Rates_Lot 2 Sa 67 GP_COMPANY - RevA.xlsx'

Based on the relative weightings and virtual quantities specified by the Contracting Authority in Annex 4-A Cycle_Times_and_Rates_Lot 1 Sa 67 GP_COMPANY - RevA.xlsx' or 'Annex 4-B Cycle_Times_and_Rates_Lot 2 Sa 67 GP_COMPANY - RevA.xlsx' an evaluated price will be calculated for comparison purposes only. This evaluated price is referred to as "P".

The evaluated price is used solely for the purpose of comparing Tenders and determining the score for the price criterion. The evaluated price does not affect the contractual payment obligations, which will be based on the prices and rates offered in de Tender by the successful Tenderer and the provisions of the Contract.

Tenders with an evaluated price outside the permitted price range specified below will be considered non-compliant and will be rejected.

The price score will be calculated as follows.

Lot 1 - Seabed Survey (SS)

- If P is lower than € 9,000,000: the Tender will be rejected.
- If P is higher than € 16,000,000: the Tender will be rejected.
- If P is between € 9,000,000 and € 16,000,000: the score will be calculated as follows:
 $\text{Score} = 25 - [25 / (16,000,000 - 9,000,000)] \times [P - 9,000,000]$.

Lot 2 - 3D Seismic Survey (3D SS)

- If P is lower than € 30,000,000: the Tender will be rejected.
- If P is higher than € 44,000,000: the Tender will be rejected.
- If P is between € 30,000,000 and € 44,000,000: the score will be calculated as follows:
 $\text{Score} = 20 - [20 / (44,000,000 - 30,000,000)] \times [P - 30,000,000]$.

5.7 Assessment method for qualitative award criteria

During the assessment, the assessment team will apply the scoring scale described below for the qualitative award criteria.

Assessment	Percentage of maximum points to be achieved
Excellent The response fully addresses all assessment aspects. The response is highly specific, convincing and demonstrates clear added value compared to the requirements. The proposed approach is realistic, well substantiated and provides confidence in successful execution of the Contract.	100%
Good The response addresses all assessment aspects in a thorough and clear manner. The response demonstrates added value compared to the requirements and contains a well-developed and feasible approach.	80%
Satisfactory The response adequately addresses the assessment aspects and demonstrates a feasible approach. The response meets the requirements, but provides limited added value or contains limited substantiation.	50%

Adequate The response addresses the main assessment aspects but remains relatively general and / or lacks sufficient detail, substantiation or project-specific information.	30%
Insufficient The response only partially addresses the assessment aspects. Important information is missing, insufficiently substantiated or does not provide sufficient confidence in successful execution of the Contract.	10%
No score No response has been provided, or the response does not address the applicable assessment aspects.	0%

The qualitative award criteria described in Sections 5.2- 'Award criteria relating to the Project Documentation', 5.3 – 'Award criteria relating to Project team' and 5.4 'Award criteria relation to vessel(s) and equipment' will be assessed separately for each Lot.

For each Lot, the Tenderer must achieve:

- an overall score of at least 50% of the maximum number of points for the quality award criteria combined; and
- at least a "Satisfactory" score for the quality award criterion described in 5.2, 5.3 and 5.4.

Tenders that do not meet these minimum quality requirements for the relevant Lot will be rejected 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 assessment of the Tenders takes place by an assessment committee. The assessment committee consists of adequately equipped and expert assessors. Each Tender will first be assessed individually by each assessor on the basis of the assessment criteria included in this Tender Document. Subsequently, the assessment committee will arrive at a final assessment by consensus for each Tender. The final score per award criteria is rounded to two decimal places.

The Tender'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 Tenders 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 Tender with the highest final score for the quality criteria 5.2, 5.3 and 5.4 combined. In the event that the highest scoring Tenders also achieve an equal score for the total of these award criteria, then determination of the Tender 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 fifteen (15) 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 Contract

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender Document, Annexes 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 Statement sanctions on Russia', 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 at the Tendering Authority: Mirjam den Hartog, via e-mail address: IUCRVOteam2@rvo.nl.

Attempts to directly contact parties other than the contact person 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 +31 (0)800-8363376 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 this tender 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 ten (10) calendar 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 (4) months after the deadline for submitting the Tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four (4) 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

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

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

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

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

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

7.3.10 Guide Information security and Privacy for suppliers

Protecting information and personal data is the top priority for the Ministry of Economic Affairs and Climate Policy. 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, as soon as possible.

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit [TenderNed gebruiken als ondernemer | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).
- Only Tenders that have been submitted to the digital safe for this tender procedure 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 Tender.

Subject	Description	Action required from tenderer
ESPD	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	List of Reference Contracts. Use the specific document for Lot 1 or 2.	Fill in, legally sign and add to TenderNed
Section 5.2	Project Documentation.	Add to TenderNed
Section 5.3	Annex 3a, including CV's for reference. Use the specific document for Lot 1 or 2.	Fill in and add to TenderNed
Section 5.4	Annex 3b&c. Use the specific document for Lot 1 or 2.	Fill in and add to TenderNed
Section 5.5	Annex 3d for Lot 2 only.	Fill in and add to TenderNed
Section 5.6	Annex 4 Cycle times and prices. Use the specific document for Lot 1 or 2.	Fill in and add to TenderNed
	Annex 5-III Pricing Schedule. Use the specific document for Lot 1 or 2.	Fill in and add to TenderNed
Annex 6	Statement sanctions on Russia, EU Regulation 2022/576	Fill in and add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information: the name, contact details and legal representatives of the subcontractor that will be involved in the execution of the work or the provision of the services.

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.

The Tendering Authority does not consider submission of a Tender for multiple lots to constitute submission of multiple Tenders.

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 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 Conditions of Contract (Annex 5-II) apply to the Contract.

7.3.22 Contract conditions

The Draft Contract (Annex 5-I) and the corresponding Conditions of Contract (Annex 5-II) are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information.

By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract(s). Only the definitive Contract(s) 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 via TenderNed.

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 (4) 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 this Tender Document.

Annex 1	Definition of Terms
Annex 2	List of Reference Contracts (separate document for Lot 1 and Lot 2)
Annex 3a	Project team (separate document for Lot 1 and Lot 2)
Annex 3b	Vessel(s) (separate documents for Lot 1 and Lot 2)
Annex 3c	Equipment (separate documents for Lot 1 and Lot 2)
Annex 3d	Acquisition parameters (for Lot 2 only)
Annex 4	Cycle times and Prices Rates Lot 1 (separate documents for Lot 1 and Lot 2)
Annex 5-I	Draft Contract
Annex 5-II	Conditions of Contract
Annex 5-III	Pricing Schedule (separate documents for Lot 1 and Lot 2)
Annex 5-IV	Scope of Work (separate documents for Lot 1 and Lot 2)
Annex 5-V	Health, Safety & Environment (HSE) Requirements
Annex 5-VI	Quality Management Requirements
Annex 6	Statement sanctions on Russia
Annex 7	Complaints Procedure