Tender Document

Invitation to tender in accordance with the European open procedure for the provision of Client Representatives at the Dutch North Sea.

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Definition of terms

Tendering authority	The Netherlands Enterprise Agency (Rijksdienst voor Ondernemend Nederland, RVO), part of the Ministry of Economic Affairs.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (*Aanbestedingswet 2012,* wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI-2025: *Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten*).
Most Economically Advantageous Tender	The qualifying Tender with the highest price score calculated in accordance with Section 5.4. The award criterion is lowest price, subject to the minimum quality requirements in Sections 5.2 and 6.2. The tie-break rules in Section 6.3 apply.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
IUC-EZK/LVVN	The Procurement Office (IUC) – part of the Netherlands Enterprise Agency (RVO), which in turn is part of the Ministry of Economic Affairs and Climate Policy (EZK) – will serve as process manager during this tendering process.
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Contracting Authority	The State of the Netherlands, represented by the Minister of Economic Affairs and Climate, who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Framework Agreement	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.

Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.

Specific terms

Client Representative(s) (CR)	Representatives of the Netherlands Enterprise Agency during a/the geophysical survey at sea
Services	The work the Contractor is to perform for the Contracting Authority under the terms of the Contract;
Standby Contract	With the Tenderer who finishes second in ranking in this European tender, a Standby Contract is concluded. In the event that the Contractor is not able to provide CR for the survey that meet the requirements, the Contract can be terminated by the Contracting Authority. After termination of the Contract, the Standby Contract is converted into a standard Contract. The Contracting Authority can then use this Contract to hire CR.
HSE	Health, Safety & Environment
Remote Operation Facility	The geophysical survey contractor's office from which the geophysical operations on the vessel are conducted and managed. The Client Representative can follow the actions here live on several screens.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the execution of services by Client Representatives (hereafter CR) for geophysical surveys at the Dutch North Sea.

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

1.1 Tendering Authority and IUC-EZK/LVVN

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

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

The aim is to improve opportunities for entrepreneurs and strengthen their position. The Agency works for Dutch ministries and the European Union.
More information about RVO can be found on: www.rvo.nl and https://english.rvo.nl/

1.2 Reason for this invitation to tender

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 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 Developers 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.

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

Link to tender documents published at TenderNed for the geophysical tender: Geophysical Survey of Wind Farm Search Area 6/7

1.3 (Indicative) Time schedule

The schedule below applies to this tendering process.

22 October 2026	Issuing of publication, start of tendering period.
5 November 2026 before 11:00 am	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).
23 November 2026	Issuing of 1st Memorandum of Information
7 December 2026 before 11:00 am	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
7 December 2026 up to and including 21 January 2027	Assessment of Tenders.
21 January 2027	Announcement of the award of the Contract.
5 February 2027	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.
11 February 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.
15 February 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

This tender requests Client Representatives (CRs) to be present at the vessels or site of the Geophysical surveys. The geophysical contractor(s) will perform serveral investigations for the RVO. These will consist of:

- **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.
- **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.

The CRs shall monitor whether the services and products to be performed and delivered by the geophysical contractor are carried out in accordance with the applicable HSE and Quality requirements and in compliance with the scope and conditions of the contract for the geophysical surveys, as further specified in Annex 5, Section V (HSE Requirements Sa 67 GP_F) of the tender documentation for the Geophysical Surveys.
To be sure the CR is aware of the scope and work the geophysical survey contracter(s) will perform, it is expected that the CR will read project documentation and join meetings (if required) before mobilizing. An office rate should be given for this scope.

2.2 Lots

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

2.3 Scope of Work

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

2.4 Contract Period

The Contracting Authority intends to conclude a Framework Agreement for an initial period from February 15, 2027, to December 31, 2028, subject to completion of the award procedure. If the geophysical survey has not been completed by December 31, 2028, the Contracting Authority may extend the Framework Agreement by written notice solely to complete the originally tendered Services, no later than December 31, 2029. The extension remains subject to the original scope and aggregate ceilings. The tendered rates and contractual terms continue to apply, including only price adjustments expressly provided for in Annex 5a. Extension alone does not create an entitlement to additional compensation.

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

In addition to the Framework Agreement, the Tendering Authority intends to conclude one conditional Standby Contract under the same award procedure. Its activation period begins on the actual commencement date of the Framework Agreement and lasts one year. If activated within that period, it continues for the remaining contract term as specified in Section 2.4.

2.5 Scope of the assignment

The Tendering Authority estimates that Client Representative (CR) services will be required for 460 days over the total duration of the Framework Agreement, including any optional extensions. Due to uncertainty regarding weather conditions and their impact on the survey schedule, the maximum volume of the Framework Agreement is set at 750 days.

The estimated volume of 460 CR days is indicative and does not constitute a guaranteed minimum purchase commitment. Services will be commissioned through call-off orders based on actual requirements, within the maximum volume of 750 CR days.

Political, budgetary, administrative or organisational developments do not in themselves authorise a change to the Services or the addition of contracting authorities. Any proposed change must comply with Sections 2.163a et seq. of the Public Procurement Act and any clear, precise and unequivocal review clause expressly included in the original Tender Documents. Consultation with the Contractor does not create a separate right to change the Contract. No additional participating contracting authority may use the Framework Agreement unless it was expressly identified in the original procurement notice.

The maximum aggregate volume under the original Framework Agreement and any activated Standby Contract together is **750 CR days**. The Contracting Authority shall reserve the relevant volume when issuing each call-off order. No new call-off order may be issued if it would cause this maximum aggregate volume to be exceeded. Reaching this volume ceiling ends the right to issue further call-off orders; it does not itself cancel call-off orders validly issued within the applicable limit.

Standby Contract

As part of this European Tender, the Contracting Authority awards and concludes a conditional Standby Contract with the Tenderer ranked second, provided that this Tenderer has indicated its willingness to enter into the Standby Contract. If the Tenderer ranked second declines, the Tenderer ranked third shall be eligible, subject to the same condition.

The Standby Contract may be activated during the one-year activation period starting on the actual commencement date of the Framework Agreement, planned for February 15, 2027. Activation fulfils a condition of the Standby Contract awarded and concluded under this European Tender; it is not a new contract award.

If the Contractor fails to provide a CR meeting the applicable requirements and the Framework Agreement has been terminated following the notice and remedy procedure in Section 3.2 and Annex 5a, the Contracting Authority may activate the Standby Contract by written notice within its one-year activation period.

Upon activation, the standby contractor shall be obliged to perform the remaining services from the commencement date specified in the written notice, in accordance with the Tender Documents, its Tender, the Framework Agreement (Annex 5a) and the Standby Contract attached as Annex 5b, and at the rates submitted in its Tender. No further consent from the standby contractor shall be required.

Following activation, the Standby Contract shall remain in force until the original expiry date of the Framework Agreement, subject to the extension options expressly provided for in Annex 5a. The expiry of the one-year activation period shall not affect a Standby Contract activated within that period. If the Standby Contract has not been activated within that period, it shall automatically expire.

The overall maximum of 750 CR days applies jointly to the original Framework Agreement and the activated Standby Contract. The remaining volume shall be calculated by deducting:

- all CR days already performed under the original Framework Agreement; and
- all CR days already commissioned under the original Framework Agreement that remain binding and will still be performed by the original Contractor.

CR days already commissioned but not performed shall only be available for commissioning under the activated Standby Contract if the corresponding obligations under the original Framework Agreement have been terminated or cancelled. No CR day may be commissioned under both agreements simultaneously. The Contracting Authority shall specify the remaining volume in the activation notice.

The activated Standby Contract remains subject to the joint volume and value ceilings in this Section. The remaining volume is the maximum aggregate Contract volume less payments already made and the volume of outstanding binding obligations under the original Framework Agreement. Standby call-off orders are valued at the standby contractor's tendered rates. No call-off order may exceed the remaining volume or value. Reaching a ceiling prevents further call-off orders but does not itself cancel orders validly issued within the limits.

Activation is permitted only after termination under the applicable notice and remedy procedure in Section 3.2 and Annex 5a. The Standby Contract terms, including activation, performance obligations, duration and aggregate limits, are set out in Annex 5b.

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

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. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 Requirements relating to Scope of Work

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

3.2 Requirements relating to Personnel

The Contractor must have available five (5) main CRs and five (5) back-up CRs during the execution of the Work. At least four (4) of these CRs must have experience with 3D Seismic Survey scope, consisting of at least two (2) main CRs and two (2) back-up CRs. Reference is made to the Lots in the Geophysical tender. Where Lot 1 consists of Seabed Survey (SS) and Lot 2 consists of 3D Seismic Survey.
During the execution of the Services, Contractor needs to provide CR as stated per Annex 8 Scope of Work, Section 2.3 number of Client Representatives and section 2.4 Schedule of work.

CRs involved in the execution of the Services must:

- Have experience with other projects for which similar investigations (seabed survey or 3d seismic surveys) are carried out, and have proven in depth knowledge on technical and contractual issues relevant for these Services;
- Have knowledge of data acquisition and its equipment related to hydrographical surveying, high resolution seismic surveying and seabed sampling by means of;
    - DPGS Positioning systems
    - USBL positioning systems
    - multibeam echosounders,
    - magnetometers,
    - shallow sub-bottom profilers
    - ultra-high resolution Boomer/Sparker acquisition
    - Seabed sampling by means of grab/box sampling
- Have contributed to at least three relevant offshore geophysical survey using the equipment (including software) as described in the Scope of Work and below. The survey must be conducted with the use of the below listed equipment simultaneous for the use of offshore wind:
    - Both Lot 1 and Lot 2:
        - High resolution bathymetry and backscatter data using a Multi-Beam Echo Sounder (MBES), and;
        - High resolution Side Scan Sonar and Magnetometer data, and;
        - High-resolution seismic data using sub-bottom profilers, single-channel boomer or sparker acquisition,
        - Have been trained for working in the offshore environment as demonstrated by their CVs;
    - Only for Lot 2:
        - 3D UHRS multi-channel/trace streamer setup with sparker or air gun source(s).
- Have a working permit (the right to work in the investigation area valid for the duration of the contract);

- Score knowledge, skills and competences to perform at least at European Qualifications Framework (hereafter EQF) level 4 Pre-university education; (https://europa.eu/europass/en/compare-qualifications);
- Have at least level B2 (http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp) in English language (writing and speaking);
- Have training and medical certificates valid to perform offshore work in the Dutch North Sea, including as a minimum BOSIET (Basic Offshore Safety Induction and Emergency Training'), or equivalent certification;
- Not have any financial or other direct personal or business interests with specific results of investigations to be carried out or with specific recommendations or answers to the investigation questions. In the event of an apparent personal or business conflict of interest, the employee(s) must be immediately replaced at the request of Client;

The Contractor guarantees

- availability of the required amount of Client Representatives according to the planning and schedule of the Client and geophysical survey contractor;
- replacement, within two (2) calendar days after notification of unexpected unavailability during execution, by a CR meeting all applicable requirements and the equivalent-quality standard below. If a newly proposed CR requires approval, the Contractor shall submit the candidate immediately so that the Client can assess the candidate without delay. The notice and remedy procedure below applies if timely compliant replacement is not provided.

3.2.1 Changes to the CRs proposed in the Tender require the Client's prior written approval. A replacement must meet all applicable requirements and preserve the qualifications, relevant experience and assessed quality committed in the Tender for the role concerned. The Client shall assess equivalence using the published criteria and shall give written reasons for any rejection. Meeting the 70% minimum alone does not authorise a reduction in the quality committed in the Tender.

3.2.2 If no suitable replacement is provided in time, or a proposed replacement does not meet the applicable requirements, the Client shall notify the Contractor in writing, state the deficiency and give the Contractor three (3) working days from receipt of that notice to propose a suitable replacement. This is a remedy period and does not extend the original service-continuity obligation.

If the Contractor fails to propose a suitable replacement within that remedy period, the Client may impose a one-off penalty of EUR 500 per notified replacement failure. No daily penalty applies to the same failure. The notice and termination provisions in Annex 5a remain applicable.

3.2.3 If the Contractor fails to remedy the notified failure within the applicable period, the Client may terminate the Framework Agreement in accordance with Annex 5a, taking account of the seriousness of the failure. Following termination, the Client may activate the previously concluded Standby Contract in accordance with Section 2.4 and Annex 5b.

3.2.4 The timeline for proposing and accepting (a) CR is as follows:

- One month before the intended start of the offshore works, Client will provide a best estimation of the mobilisation date and location.
- Contractor has one week to propose CR from the moment the estimated mobilisation date and location were shared by Client.
- Client then has 2 working days for the assessment of the CR proposed by the Contractor, if the CR is not initially part of the Tender. This assessment is performed using the assessment criteria outlined in Chapter 5. The proposed CR shall obtain a minimum 70% score as outlined per the assessment criteria outlined in Chapter 5.
- If the Client concludes that a proposed CR fails an applicable requirement or does not meet the 70% individual threshold and equivalent-quality standard, the Client shall give written reasons and apply the three-working-day remedy procedure above. The

one-off penalty may be imposed only if that remedy period expires without a suitable candidate having been proposed.
- If the notified failure is not remedied, the Client may terminate the Framework Agreement in accordance with the procedure above and Annex 5a.

After mobilization, the timeline is as follows:
- One week before crew change, the crew change date can be specified with a precision of 3 days; 48 hours before crew change, the exact crew change date shall be specified.
- The Contractor shall propose the CRs for the crew change within two (2) working days after receiving the provisional date and location and shall confirm their availability when the exact date is notified. Notification of the exact date does not start a new one-week proposal period.
- The Client shall assess newly proposed CRs within two (2) working days after receiving complete candidate information and before deployment. Each candidate must meet all applicable requirements, the 70% individual threshold and the equivalent-quality standard above.
- If a proposed CR does not meet the applicable requirements, the Client shall apply the written notice and three-working-day remedy procedure above. If no suitable candidate is proposed by the end of that period, only the one-off penalty of EUR 500 per notified replacement failure may be imposed.
- If the notified failure is not remedied, the Client may terminate the Framework Agreement in accordance with Annex 5a and subsequently activate the previously concluded Standby Contract within its activation period, in accordance with Section 2.4 and Annex 5b.

3.3 Requirements relating to the rates

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

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

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

Items 1, 2 and 3 are rates per calendar day of the relevant requested service, with the included working hours specified in Section 5.3. A calendar-day billing unit does not mean 24 hours of continuous work. Item 4 is one combined mobilisation and demobilisation charge per rotation and includes all required travel days. Only one rate may be charged for the same calendar day. ~~subject to the allocation of travel days in Annex 8~~.

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

Where the Contracting Authority expressly requests mobilisation to or demobilisation from a seaport outside Europe or the United Kingdom, only necessary additional travel and accommodation costs beyond the combined rotation charge may be reimbursed. The Contractor must obtain prior written approval of the additional costs and provide

supporting evidence. Costs already included in another rate may not be charged again. These costs count towards the aggregate Contract value ceiling.

For office days expressly requested by the Contracting Authority that require an overnight stay, necessary additional accommodation and subsistence costs may be reimbursed, subject to prior written approval by the Contracting Authority. The Contractor must provide supporting documentation for these costs.

Please note: The mobilisation and demobilisation rate is one combined rate per rotation and includes all required travel days and associated costs for both mobilisation and demobilisation. This combined rate may therefore only be charged once per rotation and not separately for mobilisation and demobilisation.

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

3.3.4 The agreed rates are fixed at least until January 1, 2029.
Requests for indexation can be submitted only once a year, exclusively in the month of October. Before and after this month requests for indexation for the upcoming year will not be considered. Requests for indexation must be sent to the following email address: contractmanagement@RVO.nl.

Prices and rates may be adjusted in line with the price index published by Statistics Netherlands for hourly rates of pay, including special remuneration established under collective labour agreements, in the business services sector. For this purpose, the figure for the preceding month September will be used, with the index for the starting date of the contract February 2027 being set at 100%.

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

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

3.4 Tax-related requirements

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

3.4.2 The Tenderer will quote the prices according to the following structure:
- the amount excluding Dutch VAT and any VAT due outside the EU;
- the amount of Dutch VAT due (if applicable) and the amount of any VAT due outside the EU, and;
- the amount including Dutch VAT (if applicable) and any VAT due outside the EU.

3.4.3 If the Tenderer indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.

3.4.4 You are liable for any extra costs for Dutch and/or foreign VAT due if you incorrectly charge no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, you are liable for accurate payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the

payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.

3.4.5 You guarantee that the amounts specified in the quotation are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.

3.4.6 You indemnify the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.

3.4.7 If you believe that your work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then you agree to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by you in the quotation. You will provide this statement in English. If the statement from the foreign tax authorities is not in English, then you agree to provide a sworn translation of this statement, the costs of which will be borne by you.

3.5 Invoicing requirements

3.5.1 The following payment schedule applies:
Invoices may be submitted monthly for services actually performed under the applicable call-off orders, using the agreed daily rates and combined rotation charges.

3.5.2 Each invoice must identify the call-off order and include an approved record of the chargeable days, applicable rates, rotations and any separately approved additional costs. Working-hour records support verification but do not introduce an hourly rate not included in the Contract.

3.5.3 **For companies established in the Netherlands**

E-invoicing

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

What information should you include?
Address your e-invoice to: RVO-energie or organisation identification number (OIN): 00000004000000163000
This is the digital address for your e-invoice. It ensures that your e-invoice arrives correctly.

State the order number/reference: WOZ2260266.
Please copy this number exactly, without additions or changes. Only then can your e-invoice be processed.

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

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

For companies not established in the Netherlands

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

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 the following ways:

- Through the supplier portal;
- Through a service provider;
- Through Digipoort;
- Through accounting software.

For a more detailed explanation, please visit: www.helpdesk-efactureren.nl.

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

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, legally sign it, submit it together with your Tender via TenderNed (see paragraph 7.3.16).

4.2 Exclusion Grounds

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

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

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

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

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

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
wetten.nl - Regeling - Aanbestedingswet 2012 - BWBR0032203

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

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

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

4.3 Suitability Requirements

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

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

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

4.3.1 Financial and economic standing

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

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

Evidence (do not submit together with the Tender – only submit it when requested to do so):
Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance; or
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 Reference data (technical qualifications)

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

- The Tenderer must demonstrate experience with the provision of Client Representatives (CRs) for an offshore geophysical survey.

The reference project must meet the following minimum requirements:

- at least four (4) CRs were deployed within the project;
- the deployment of the CRs lasted for a continuous period of at least two (2) months;
- the activities performed within the reference project included at least:
    - reviewing geophysical survey project documentation, geophysical data and reports;
    - acting as a CR during offshore works carried out by a geophysical survey contractor;
    - advising the Client on geophysical matters and on the performance of the geophysical survey contractor; and
    - reporting to the Client on the aforementioned activities and findings.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for 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 assignment must be at least €150.000,- excluding tax. 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.

A reference may demonstrate the Tenderer's own relevant experience even if subcontractors also participated. Where the Tenderer relies on the experience or capacity of another entity to meet a core competence, it must demonstrate that the necessary resources will be available and that the entity will perform the Services for which its experience is relied upon, in accordance with Section 7.3.17.

Evidence (submit together with the Tender)

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The references must also demonstrate that they have a value of at least €150.000,- excluding tax

If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.4 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register referred to in Annex XI of EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.
It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

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

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

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

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

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Sections 3 and 4. Determination of the winning Tender will be according to Section 6.

The Contract will be awarded on the basis of lowest price, subject to the minimum quality requirements specified in Sections 5.2 and 6.2. A quality score of 70% is considered sufficient to ensure proper execution of the Services. Quality scores above the applicable thresholds do not affect the ranking, except under the tie-break rules in Section 6.3.

Tenders will first be assessed on compliance and quality. Only Tenders that meet all applicable requirements, achieve an individual score of at least 70% for every proposed CR and achieve at least 70% separately for the Personnel criterion and the Project Plan criterion will proceed to the price assessment. There is no compensation between these minimum quality requirements. Tenders that do not meet them will be rejected.
Following completion of the quality assessment, qualifying Tenders will be ranked by their price score calculated in accordance with Section 5.4. The Tender with the highest price score ranks first, subject to Section 6.3. This score is based on the four offered rates and their published weights; it is not a calculation of the actual total remuneration payable under the Contract.

Quality is assessed on a scale of 0 to 100% for each criterion. The summary quality score is calculated as 0.75 × the Personnel percentage + 0.25 × the Project Plan percentage. It does not replace the separate minimum thresholds and is not added to the price score. Up to 100 points are available for price under Section 5.4.

Section	**Award criteria**	**Maximum obtainable points**
	Quality criteria	**100**
5.2.1	Personnel	75
5.2.2	Project plan	25
Total points		**100**
Rates		100

5.2 Quality criteria

5.2.1 Award criteria relating to Personnel

The Tenderer must complete Annex 3 – Qualification key personnel for the proposed Client Representatives and submit a CV for each proposed candidate. All information provided in Annex 3 must be demonstrably supported by the submitted CV.

For each Client Representative, the Tenderer must provide information regarding:

1. Education and relevant qualifications
    - the highest completed education level;
    - the field of study and its relevance to geophysical and/or offshore survey activities.
2. Experience with comparable offshore geophysical surveys
    - the number of comparable offshore geophysical survey projects performed in the role of Client Representative;

- Please provide the names and years of execution of the last geophysical investigations executed by the CR (max 1000 characters). Annex 3 provides an example of a brief outline.
  - A project will be only considered as similar services when:
    i. The minimum duration is 14 days and;
    ii. The survey did contain, as a minimum, the following aspects: High resolution bathymetry data acquisition using a Multi-Beam Echo Sounder (MBES); High resolution Side Scan Sonar data acquisition; Magnetometer data acquisition; High-resolution seismic data acquisition using sub-bottomprofilers, single-channel boomer or sparker acquisition; and ultra-high resolution multi-channel sparker or air gun sources of power.
    iii. For Lot 2 only, The survey must also have included three-dimensional ultra-high-resolution seismic data acquisition using a multi-channel/trace streamer setup with one or more sparker or air gun sources.

3. Experience as a Client Representative
   - the total number of years of professional experience working as a Client Representative in offshore survey campaigns.

Submission requirements
Each CV may contain a maximum of eight (8) A4 pages, using Verdana font size 9.

Scoring tables
Education level

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

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

Number of similar offshore geophysical investigations executed as a Client Representative

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

Number of years working as a Client Representative
(Contrary to above, here similar services can be used, like for example geophysical / UXO / debris / cable survey campaigns).

>15 years	100%
13 - 15 years	90%
10 - 12 years	80%
7 - 9 years	70%
4- 6 years	60%
2- 3 years	50%

The individual score of a Client Representative is the arithmetic average of the scores obtained for the three assessment aspects.

Each proposed Client Representative must achieve an individual score of at least 70%. A proposed Client Representative who scores below 70% does not meet the minimum quality level required by the Contracting Authority.

The final score for this award criterion is determined by taking the arithmetic average of the individual scores of all Client Representatives proposed by the Tenderer.

All information in Annex 3 must be supported by the relevant CV. Where information is inconsistent or unsupported, the Tendering Authority will determine whether clarification is permissible under Section 7.3.24. Scoring will be based only on information demonstrably contained in the Tender as submitted. An unsupported assessment aspect receives zero for that aspect; the resulting individual score is then tested against the 70% threshold. Clarification may not introduce a new candidate or improve the original Tender. Material information will be verified for both intended contract awardees before either Contract is concluded.

5.2.2 Award criteria relating to project plan

The Tenderer must submit a Project Plan describing how the Tenderer will organise and manage the Services throughout the duration of the Contract.

The Project Plan must contain at least the following elements:

- the organisation and management of the Services, including the availability and responsibilities of the contract/project manager;
- the communication and coordination between the Tenderer, the Contracting Authority and the Client Representatives during execution of the Services;
- the way in which the Tenderer ensures the availability and continuity of qualified Client Representatives throughout the survey period;
- the organisation of crew changes, mobilisation, demobilisation and travel arrangements, including how changes in the survey planning will be managed;
- the Tenderer's approach to mitigating the following operational risks and safeguarding continuity of the Services:
    - short-notice unavailability or withdrawal of a CR; and
    - insufficient availability of CRs at the time of a request, resulting in the Tenderer being unable to provide the required number of CRs who meet the applicable requirements;

  in addition, the Tenderer must identify and elaborate on at least one (1) additional operational risk relevant to the execution of the Services, including the corresponding mitigating measures.

Assessment basis

- the extent to which the proposed organisation, division of roles and responsibilities, and availability of the contract/project manager provide a clear and workable structure for the execution of the Services.
- the extent to which the proposed communication and coordination between the Tenderer, the Contracting Authority and the Client Representatives is clear, efficient and supports timely information exchange, decision-making and escalation during execution.
- the extent to which the proposed approach provides assurance that sufficient qualified Client Representatives will remain available throughout the survey period and that continuity can be maintained in the event of absence, unavailability or changes in planning.
- the extent to which the proposed approach is practical, flexible and robust and provides assurance that crew changes, mobilisation, demobilisation and travel arrangements can be organised in a timely manner, including in the event of changes to the survey schedule.
- The extent to which the Tenderer proposes concrete, realistic and effective mitigating measures for the two operational risks identified by the Contracting Authority, and identifies at least one additional relevant operational risk with appropriate mitigating measures, thereby safeguarding the continuity and quality of the Services.

The Project Plan will be assessed as a whole, taking into account the above assessment bases. A higher score will be awarded where the response is more concrete, better substantiated and provides greater assurance regarding the effective and continuous execution of the Services.

Submission requirements
The Project Plan may contain a maximum of five (5) A4 pages, using Verdana font size 9, excluding the cover page, document history, table of contents and supporting visuals.

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

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

Assesment		Score
Excellent	The response addresses all assessment aspects in a very clear, concrete and convincing manner. The proposed approach provides a high degree of assurance regarding the effective execution, continuity and management of the Services. Relevant risks are identified and adequately controlled. The response demonstrably exceeds the level that may reasonably be expected for satisfactory performance.	100%
Very good	The response addresses all assessment aspects clearly and concretely. The proposed approach provides a high degree of assurance regarding the effective execution of the Services. The response is well developed and contains only minor points for improvement that do not materially affect the quality or feasibility of the approach.	85%
Good	The response addresses the assessment aspects adequately and provides more than sufficient assurance that the Services can be properly executed. The approach is clear and feasible, but one or more aspects could have been described in greater detail or substantiated more convincingly.	70%
Satisfactory	The response sufficiently addresses the assessment aspects and provides sufficient assurance that the Services can be executed. However, the approach remains relatively general and/or contains several points that are only limitedly elaborated or substantiated.	55%
Unsatisfactory	The response insufficiently addresses one or more relevant assessment aspects and/or contains significant uncertainties, omissions, inconsistencies or risks regarding the execution of the Services.	30%
No substantive responce	The Tenderer has not provided a substantive response to the award criterion.	0%

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

For Tenderers that satisfy all minimum quality requirements in Section 6.2, the price score will be calculated in accordance with Section 5.4.

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

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

Max. no. of points available	**Rates (including definition)**	Minimum rate (lower bound)	Maximum rate (upper bound)
60	**Offshore Rate (based on 12h/day)** Including a 1 hour break. Working days in accordance with applicable Dutch regulations. Every working day offshore will be compensated with one (proven) rest day. Only working days will be compensated by Client. Offshore rate will start at 00:00 the day after the mobilization / demobilization or office rate was charged. This rate will apply for offshore client rep work as well as to remote monitoring of USV operations from a location determined or approved by the Contracting Authority.	EUR 600	EUR 1,250
30	**Office Rate (based on 8h/day)** • Based on a full 24h day onshore, with a 8h working day at office(s), at home, or in a hotel at request of the Client. • Food and lodging are provided by Client if needed or can be reimbursed in special cases (to be agreed case by case) • To be on call off within 1 hour at seagoing port (if applicable) Office rate start at 00:00 the day after the mobilization / demobilization rate in case unmanned vessels are used. Office rate also applies for reading documentation, joining meeting before mobilizing or any other work at an office.	EUR 500	EUR 1,250
2,5	**Standby Rate onshore (based on 12h/day)** The Standby Rate can be charged upon Client request only. The standby rate cannot be higher than the Offshore rate or the Office Rate.	EUR 500	EUR 1,000
7,5	**Mobilization and demobilization (return travel) based on mobilization to the port of the survey vessel or office in Europe or UK** Applicable to vessel visit during mobilization The mobilization and demobilization rate is a single item that shall include all travel days and costs (transport, lodging, meals, etc) till the CR is signed onto the vessel/office. The mobilization and demobilization rate will be applicable till end of the day at 23:59, and will not be combined with other rates.	EUR 600	EUR 2,000

5.4 Assessment of preferences in relation to prices/rates

The price score is the sum of the scores for the four rates in Annex 4. The maximum points and rate limits are stated in Sections 3.3 and 5.3. Annex 4 must apply the identical formula, limits and weights.

The quality assessment serves solely as a qualification threshold. Quality scores are not added to the price score and do not affect the total score or ranking, except under the tie-break rules in Section 6.3.

The Contract will be awarded to the qualifying Tenderer with the highest price score.

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

Score per individual rate = (maximum points) * [(Pmax-P)/(Pmax-Pmin)].

P = Tenderer's Price
Pmin = minimum rate;
Pmax = maximum rate.

5.5 Award of the contract

The scores for the different individual rates are added up for each Tenderer that complies with the quality requirements described under **Fout! Verwijzingsbron niet gevonden.**, the Tenderer with the highest score on the price will be awarded the contract.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in 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 set out in Sections 3 and 4 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 5.2.

For the Personnel criterion, every proposed CR must individually achieve at least 70%. The Personnel criterion and the Project Plan criterion must each separately achieve at least 70%. All of these thresholds are cumulative; a higher score on one aspect or criterion cannot compensate for a score below another applicable threshold.

Tenders that do not meet any one of these minimum quality requirements will be rejected and will not qualify for award. Their rates will not be included in the price ranking.

The assessment of the tenders takes place by an assessment committee. The assessment committee consists of adequately equipped and expert assessors. Each Tender will first be assessed individually by each assessor on the basis of the assessment criteria included in the Tender document. Subsequently, the assessment committee will arrive at a final assessment by consensus for each request.

Only Tenders that meet all minimum quality requirements above qualify as acceptable Tenders and proceed to the price assessment under Section 5.4.

6.4 Determination of winning Tender

This Contract is awarded on the basis of lowest price, evaluated using the price-scoring method in Section 5.4 and subject to the minimum quality requirements in Section 6.2.

Of the qualifying Tenders, the Tender with the highest price score calculated in accordance with Section 5.4 ranks first.

If two or more qualifying Tenderers have the same price score, the Tender with the highest percentage for Personnel ranks first. If that percentage is also equal, the Tender with the highest percentage for the Project Plan ranks first. If equality remains, the ranking will be determined by drawing lots. The same rules apply to the ranking for the Standby Contract. Calculations use unrounded values; scores displayed to two decimal places are for information only. If a draw is

required, the Tendering Authority will invite the tied Tenderers to attend or observe and will record the method and outcome in a written record.

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.

Before concluding either Contract, the Tendering Authority will request and verify the required evidence from both the intended Framework Agreement contractor and the intended standby contractor. Evidence may also be requested earlier from other Tenderers where necessary for the proper conduct of the procedure.

The evidence must demonstrate compliance with the declarations in the ESPD and the Tender. The requested evidence must be provided within fifteen (15) calendar days of the request, subject to any clarification permitted by law. If the intended awardee does not meet the requirements, the Tendering Authority will issue a reasoned decision and determine the next eligible Tenderer under the published ranking and standby rules. Absolute rate scores of the remaining Tenders will not be recalculated merely because another Tenderer is rejected. A changed award decision will be notified to the affected Tenderers with reasons and a new applicable standstill period.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum(s) of Information and declares that he will continue to comply therewith throughout the entirety of the contract period and that Tenderer agrees to the statement in Annex 6, arising from EU Regulation 2022/576 of 8 April 2022. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 Schedule

See schedule in Subsection 1.3.

7.3 General procedure

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

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

7.3.1 Communication

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

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

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

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

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.
This obligation does not apply to companies not registered in the Netherlands.
Visit eHerkenning gebruiken voor TenderNed | TenderNed for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information/changes

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

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

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed or English | TenderNed. For each question, clearly indicate which chapter, section, article and/or page your question relates to.

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

Answers from the Tendering Authority

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

7.3.4 Validity period and submission of Tender

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

7.3.5 Variants on Tender

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

7.3.6 Costs of submitting a Tender

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

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

7.3.7 Termination of tendering process

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

7.3.8 Order of precedence of documents

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

7.3.9 Information about the Tenderer's obligations

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

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:
Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.3.10 Guide Information security and Privacy for suppliers

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

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

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

- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
ESPD (separate form)	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria	A separate response to each of the Tendering Authority's award criteria. Personnel - Annex 3 - CV's Project plan	Fill in the tab page in TenderNed for each award criterion Maximum of 8 A4 pages per CV Maximum of 5 A4 pages for the project plan
'Rates' annex 4	Rates included in the quotation	Fill in in Annex 4
Annex 2	List of reference	Fill in and add to TenderNed
Annex 6	Statement sanctions on Russia	Fill in and add to TenderNed

* See Subsection 7.3.17 in the event your Tender is submitted in collaboration with other companies.

7.3.16 Legally binding signature

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

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

There are 3 ways to sign the ESPD:
1. Print, sign and scan;
2. Digitally insert an electronic (certified) signature or a scan of a pen-written signature;
3. Create and insert a certification ID online.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. 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 without relying on a subcontractor's capacity to meet suitability requirements, the principal contractor must complete and legally sign its own ESPD, including all applicable sections and the subcontracting information in Part II D. A separate ESPD for such a subcontractor is required only where expressly requested in the Tender Documents or required by applicable law.

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

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

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

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

7.3.18 Single Tender

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

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

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

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

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

7.3.20 Communication and language

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

The Tender must be submitted in Dutch OR English.
Additional documents (such as informational materials etc.) can also be provided in Dutch OR English.

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

7.3.21 General terms and conditions

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

7.3.22 Contract conditions

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

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

7.3.23 Explanation and verification of the Tender

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.3.24 Request for supplementary information concerning the Tender

The Tendering Authority may request clarification or supplementary information within the limits of Section 2.55 of the Public Procurement Act and the principles of equal treatment and transparency. Clarification may not result in a new or materially improved Tender, new rates or replacement of proposed key personnel after the submission deadline. Any permitted correction must relate to the Tender and circumstances existing at that deadline and be applied consistently to comparable cases.

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
Tenderers wishing to prevent conclusion of either Contract may seek an interim injunction before the competent civil court in The Hague. To trigger the statutory suspension of contract conclusion, proceedings must be commenced within the applicable standstill period, starting on the day after dispatch of the reasoned award decision and lasting at least twenty (20) calendar days. A period ending on a Saturday, Sunday or recognised public holiday is extended in accordance with the General Time Limits Act. The end date will be stated in the award notification. Please send a copy of the summons to the Tendering Authority. Expiry of the standstill period does not itself extinguish every right to judicial relief.

Under Section 2.129 of the Public Procurement Act, notification of the award decision does not constitute acceptance of the Tender. Neither Contract may be concluded before expiry of the applicable standstill period under Section 2.127, including any extension required by the General Time Limits Act.

If interim injunction proceedings are commenced within the applicable standstill period, the Contracting Authority shall refrain from concluding the affected Contract pending the court's decision, in accordance with Section 2.131 of the Public Procurement Act.

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

Interest in relation to the judgement
Tenderers with an interest in pending interim injunction proceedings may seek intervention or joinder in accordance with the applicable procedural rules. This provision does not exclude any independent right to judicial relief available under Dutch law.

7.3.26 Use of AI (Including generative AI)

AI is defined as: artificial intelligence, including generative AI (text, image and code generation).

The use of AI in the preparation of (parts of) the Tender is permitted. The Tenderer remains fully responsible for the content, accuracy and timely submission; errors, omissions or factually incorrect AI output are at the Tenderer's own expense and risk. The Tenderer shall not input any tender-related and/or business-confidential information and/or personal data into AI systems (including cloud services), unless this is lawful and appropriate legal and technical safeguards have been put in place.

The Tenderer shall ensure human review and validation prior to submission and compliance with the applicable obligations under the AI Act (Regulation (EU) 2024/1689).

Upon request, the Tenderer shall provide a verifiable explanation of the use of AI (tool/version, purpose/application and checks carried out), insofar as this can reasonably be expected of the Tenderer, and shall specify which parts of the Tender have been produced using AI. The Tenderer guarantees that the Tender does not infringe the rights of third parties and indemnifies the Contracting Authority against any claims in this regard.

Annexes

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

Annex 1: ARVODI 2025
Annex 2: Reference contracts
Annex 3: Qualifications key personnel
Annex 4: Rates
Annex 5a: Contract
Annex 5b: Standby contract
Annex 6: Statement sanctions on Russia
Annex 7: Complaints Procedure
Annex 8: Scope of work