

Information 1		dated: September 13, 2021		
This Note of Information is an integral part of the Descriptive Document of the European tender for a Full Mission Bridge simulator with tender number R0000825.				
Num ber	Category	Concerns	Question	Answer
1	Descriptive document	Section 1.3.2.	If the preference goes to two (2) smaller bridge simulators, does this mean two (2) identical smaller bridges will also need to be installed within two years at Stellendam? If so, this has not been included in the pricing sheet.	The optional two (2) Class B simulators instead of 1 Class A simulator in Katwijk is for Katwijk only. The optional bridge simulator in Stellendam will always be according to a Class A setup, therefore this option is not included in the price sheet.
2	Descriptive document	Section 1.3.2	Maintenance agreement shall include updates of the software. Our support contract includes software updates when a software release is published, happening 2-3 times per year. Is that frequency sufficient?	Please see item P2 in section 11 of the Statement of Requirements.
3	Descriptive document	Section 3.1.1	Is an insurance policy (\$1M-\$2M) required for 48 months?	Yes, Tenderer is to be adequately insured against liability risks. This insurance policy concerns the entire contract period.
4	Descriptive document	Section 5.1.3 - K1	The document states "The cost of these additional options should be included in your offer. The score will be based on the additional educational value delivered by Tenderers solution, as provided in the answer". Does this mean that the price of the additional option should be included in the upper section of the price sheet, that is, row 8. Or can we offer it as an optional item in the pricing sheet in row 19 until 23?	Any (optional) items to be delivered by Tenderer as part of its default offer are to be included in the price as listed in the Price Sheet under "Delivery and installation of 1 Class A simulator + 1 Instructor station in Katwijk". Only these (optional) items will be considered during the evaluation of Quality Criteria K1. Any individual additional optional items the Tenderer suggests in the bottom part of the Price Sheet are not included in the standard solution and will therefore not be included in the evaluation.
5	Descriptive document	Section 5.1.3 - K2	Is it necessary to provide a project plan for the delivery of the simulator setup in Stellendam during this phase of the tender process or can this be looked into at a later stage i.e. on completion of the installation of the simulator at Katwijk)?	The answer to K2 - Project plan is to include all parts of the requested tender, including the delivery of an optional simulator in Stellendam. However, the realistic time schedule may be provided as a general timeline without using specific dates.
6	Statement of Requirements	Section 1	Since appendix 4 -Functional System has the same name (functional description/scope of delivery) as K1 is the expectation here the same or is this a different document to be handed in as "other documents" in TenderNed?	As stated in the first paragraph, appendix 4 -Functional System Description/Scope of delivery should contain "product information (and additional descriptions if necessary) for the bridge simulators to be installed. This information must show that the requirements have been met." The answer to K1 should have different content, as stated in the Descriptive Document.
7	Statement of Requirements	Section 2 - B5	Please clarify the following statement: 'The remaining part may be invoiced halfway after delivery.' What is halfway after delivery?	This is to be agreed upon between Tenderer and Customer after the award decision is published and the contract is finalised between parties. However, this moment shall at least be scheduled between the date of the first payment and the expected final payment.
8	Statement of Requirements	Section 4 - D1	The tenderer will provide a permanent contact person throughout the duration of the agreement, can this also be a permanent contact team, like our support team?	This is acceptable. However, during the installation phase a permanent contact person should be assigned from the project team.
9	Statement of Requirements	Section 4 - D3	Please clarify Section 4 D3?	Please see item D4 for more information regarding the contents of such a management report.
10	Statement of Requirements	Section 6.3.1 - H1	Since this involves the connection and interfacing of two ECDIS systems, could you please provide us with the brand of ECDIS? We would require this information to check if we are able to integrate with it.	The ECDIS provided by Customer will be a Wärtsilä Navi-Sailor ECDIS Multifunction Display MFD 4000.
11	Statement of Requirements	Section 6.3.1 - H1	Please confirm that IAS in this description is a typo, meaning AIS.	Correct, it should read AIS.
12	Statement of Requirements	Section 6.3.1 - H6	Can the concept 'Day Symbols' be clarified?	'Day Symbols' should have read 'Day Shapes', as defined in the ColRegs.
13	Statement of Requirements	Section 6.3.3 - J2	Is it expected as a bridge functionality?	Control of the listed item should be possible by the student on the bridge.
14	Statement of Requirements	Section 6.3.3 - J3	Is it expected as a bridge functionality?	Control of the listed item should be possible by the student on the bridge.
15	Statement of Requirements	Section 6.3.3 - J5	Please specify the operational requirements for Anchor Handling.	Please see DNV-ST-0033, Table 3-4, item 2.1.13 for more information.
16	Statement of Requirements	Section 6.3.3 - J5 and J6	Can we obtain a description of what is expected from detailed anchoring and mooring?	Please see DNV-ST-0033, Table 3-4, items 2.1.13 and 2.1.14 for more information.

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17	Statement of Requirements	Section 6.4 - K3	Are vegetation, rocks, obstacles expected to be part of the seabed? Currently bathymetry is accurate but modelled as a flat surface.	Vegetation is not expected. However, as stated in item K7, "obstacles on which nets may get caught" are expected.
18	Statement of Requirements	Section 6.4 - K7	We understand that water doors mean trawl doors. Can this be confirmed?	"Water doors" are not listed in section 6.4, item K7. However, if reference is made to item K13 "Doors in water", these doors are indeed trawl doors.
19	Statement of Requirements	Section 6.4 - K10, K11 and K13	Please specify the types of fishing gear required. If possible, please also note the manufacturers.	The exact type of equipment will depend on the offered fishing methods as listed under item K4. These will therefore depend on the solution offered by Tenderer.
20	Statement of Requirements	Section 7 - L5	Is including this information in the Tender documentation sufficient?	Customer will appreciate if Tenderer can provide information regarding the office furniture it believes will be required for its offered solution.
21	Statement of Requirements	Section 9 - N5	What qualifications and certificates are required from the instructors?	Instructors are expected to have received some form of training and experience in executing training courses. Furthermore, they should be certified in operating the simulator equipment and software delivered.
22	Model Contract	Clause 7.5	The liquidated damages is the exclusive remedy for late delivery?	No, the terms as stated in ARBIT 2018 (Appendix 5B) also apply. For example articles 25 and 26 refer to late delivery.
23	Model Contract	Clause 7.5	0.5% of I.d. per day is a high figure. It gives an unproportionate increase to the financial risk. We suggest 0.5% per week.	Clause 7.5 will be changed to: If the Performance is not delivered on the agreed date as a result of an attributable failure on the part of Counterparty, an amount of 1% of the purchase price will be deducted from the Remuneration for each week that the delay in delivery continues, up to a maximum of 5% of the purchase price.
24	Model Contract	Clause 9.3	".....is limited to € 1,000,000 per event with a maximum of the total contract value....." means that the maximum liability in aggregate is limited to the contract value?	No, liability is limited to a maximum of the total contract value per event if the contract value does not exceeds € 1.000.000 (ex VAT).
25	Model Contract	Clause 9.3	It states "In performing the Contract the Contracting Authority may use the services of third parties only with the prior consent of the Counterparty. This consent, to which the Counterparty may attach conditions, may not be withheld unreasonably." Because of the nature of this type of delivery (interdependent SW configurations, license rights and demand for SW maintenance), this clause also applies to clause 6.8? To have a third-party doing adjustments to the SW has a high degree of jeopardizing the functions of the system and ability for maintenance of the system.	In Clause 6.8 it is stated "Counterparty is obliged to cooperate with this insofar as this can be reasonably demanded of Counterparty." In the case of proprietary software (as stated in clause 9.3) the example provided at the end of the question may be considered unreasonable.
26	ARBIT 2018	Clause 26.2	To include liability for consequential losses or damages gives a huge unforeseen and not well-defined risk to the contractor. We suggest that ".... and consequential loss or damage...." is deleted.	ARBIT will be maintained without changes. However, liability is already limited in the Model Contract under Clause 9.3. See also question 23.
27	ARBIT 2019	Clause 26.2	What would typical consequential losses or damages be for this type of delivery?	There are different possibilities which we cannot all predict. Consequential losses may occur if Customer is unable to use the delivery for teaching and examination purposes and as a result loses income or incurs fees. Consequential damages may occur if Customer has to move courses to another location, resulting in additional costs for Customer, such as transport of students to this different location or the rent for third party capacity.
28	TenderNed	General	On TenderNed we need to answer the following demands: no conflict of interest, no involvement during the process of the formulation of the tender, no bankruptcy, no false statement. Is the ESPD or UEA sufficient enough to answer these questions or is it necessary that the supplier drafts their own signed statements per category?	The ESPD is sufficient; extra statements are not needed. After the award decision Customer may ask for further proof of the answers provided in the ESPD.
29	No category	.kmz file	The tender documents state that a .kmz file needs to be imported. Would this be into the simulation software or elsewhere? Could you please clarify?	No reference is made to (the import of) a kmz file in the tender as far as Tenderer is aware.