

Descriptive Document

European Tender

For the delivery of a Work Class Remotely
Operated Vehicle (ROV)

on behalf of

Foundation NWO-I / Royal NIOZ



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Version: final

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1 List of Definitions

For the purposes of this Descriptive Document or any document that forms an intrinsic part of the Descriptive Document, the definitions set out in this list shall apply.

All terms can be used either singular or plural.

Appendix

An enclosure to the Tender Documents.

Award Criteria

Criteria in which a Tenderer can distinguish themselves from other Tenderers that are assessed to determine which Tenderer will be chosen as contractor.

CEST

Central European Summer Time (UTC +2). The Contracting Authority uses CEST during the Summer; between 1:00 UTC on the last Sunday of March and 1:00 UTC on the last Sunday of October.

Consortium

A group of economic operators as referred to in Article 2.52 of the Dutch Public Procurement Act 2012 (in Dutch: 'Aanbestedingswet 2012').

Contracting Authority

Foundation NWO-I / Royal NIOZ (Royal Netherlands Institute for Sea Research).

Days

Calendar days.

Descriptive Document

The document that contains the invitation to Tender, the applicable terms and conditions regarding this Tendering Procedure, the Technical/Functional Specifications and performance conditions, contract conditions and other requirements of the project, service and/or the desired deliverables .

Directive

European public procurement Directive 2014/24 of 26 February 2014 on public procurement that repeals Directive 2004/18/EC.

Economic operator

The term "economic operator" shall cover equally the concepts of contractor, supplier and service provider. It is used merely in the interest of simplification.

Exclusion Grounds

Circumstances that are grounds for exclusion/disqualification of the Tenderer.

Memorandum of Information (MOI)

A document that contains the answers to all questions of Tenderers, and (when applicable) changes to the Tender Documents.

Open procedure

The procedure whereby any interested Economic operator may submit a Tender.

PPA

Dutch Public Procurement Act (Aanbestedingswet 2012), applicable to this Tendering procedure.

Public contract

The purchase of the tendered goods commissioned by (or on behalf of) the Contracting Authority.

ROV

A work-class Remotely Operated Vehicle.

Standard Form

A form in a required layout that the Tenderer is obliged to use.

Suitability Requirements

The minimum requirements that the Tenderer must meet.

Supplier

Any natural or legal person or public entity or group of such persons and/or bodies which offers on the market, respectively, products or services.

Technical/Functional Specifications

The document that contains the technical and functional specifications, performance conditions and other requirements, constraints, services wanted/to be considered.

Tender

The detailed proposal submitted by the Tenderer.

Tenderer

The Economic operator who has submitted a Tender in this Tendering Procedure.

Tender Documents

All documents in the Tendering Procedure.

Tendering Procedure

This public procurement procedure following the open procedure.

UTC

Coordinated Universal Time.

Warranty

The proper functioning and performance of the tendered goods in accordance with the specifications as mentioned in this Descriptive Document for a certain period of time. This implicates that during this period all maintenance as described in this Descriptive Document is free of charge.

Working days

Calendar days on which the agreed activities will be performed, except for weekends and official Dutch national public holidays. See also 'Working hours'.

Working hours

Working hours are from 08.30 am until 5.30 pm.

Writing or In Writing

Any expression consisting of words or figures which can be read, reproduced and subsequently communicated. It may include information that is transmitted and stored by electronic means.

1.1 Introduction

Royal Netherlands Institute for Sea Research (NIOZ) is the national oceanographic institute that serves as the national marine research facilitator (NMF) for The Netherlands scientific community. It principally performs and promotes academically excellent multidisciplinary fundamental and frontier-creating applied marine research addressing important scientific and societal questions pertinent to the functioning of oceans and seas. The NIOZ-NMF vessel(s) and equipment for national marine research are maintained and exploited for the benefit of Dutch marine academia, applied research institutions, policymakers, NGOs, and industry in the widest possible sense.

More information about NIOZ: <https://www.nioz.nl/en>.

1.2 Background information Tender

On the National Roadmap for Large-Scale Research Infrastructure, NIOZ awarded funding to facilitate their new-building research vessel, Anna Weber-Van Bosse, with new deep-sea equipment such as gliders, AUV and ROV. With this Tender, NIOZ wishes to purchase a 6,000 meter dept ROV.

1.3 Scope of the Tender

The scope of this Tender will be the purchase of a 6,000 meter depth Remotely Operated Vehicle including a LARS (Launch and Recovery System) to perform marine research in seas and oceans. Also Tenderer has the option to additionally quote from an option list which is included in the specification.

2 General Information Tendering Procedure

2.1 Public Procurement Act / Directive / GPA

The Dutch Public Procurement Act 2012 ('Aanbestedingswet 2012'), hereafter referred to as the PPA, is applicable to this Tendering procedure. The PPA entered as amended on 1 July 2016 and provides a general legal framework for public procurement regulations and implements the Directive 2014/24 of 26 February 2014 on public procurement.

The contract is covered by the Government Procurement Agreement (GPA).

2.2 Manner of tendering

This Tendering Procedure takes place following an open call (*in Dutch: 'openbare procedure'*). This means that any interested Supplier may submit a Tender in response to this call.

This Descriptive Document is not divided into lots, nor is the contract suitable for division into lots. The various aspects of the contract are inextricably linked and, from an operational and strategic perspective, the Contracting Authority deems it important that the different aspects of the contract are executed by a single contractor or Consortium. The relevant market and Suppliers in that market must be suited to handle such a project.

The Tenders may be clarified, specified and fine-tuned at the request of the Contracting Authority. However, such clarification, specification, fine-tuning or additional information may not involve changes to the basic features of the Tender or the Descriptive Document, nor are variations permitted that are likely to distort the competition or have a discriminatory effect.

The Contracting Authority shall assess the Tenders received based on the Award Criteria laid down in this Descriptive Document and shall choose the most economically advantageous tender with the best price-quality ratio from the point of view of the Contracting Authority.

At the request of the Contracting Authority, the Tenderer identified as having submitted the most economically advantageous Tender with the best price-quality ratio may be asked to clarify aspects of the Tender or confirm commitments contained in the Tender, provided this does not have the effect of modifying substantial aspects of the Tender or the Descriptive Document and does not risk distorting competition or causing discrimination.

2.3 Publication

The contract notice was published on <http://www.tenderned.nl> and (via this site) in the Supplement of the Official Publication Journal of the European Union (TED) <http://ted.europa.eu>.

The Contracting Authority has decided to make use of electronic instruments in this Tendering Procedure. This means that the publication of Tender Documents (including the publication of the Memoranda of Information) and the submission of the Tenders will take place through a tendering website. This website can be reached at <http://www.tenderned.nl>. Tenderers are responsible for their correct registration at TenderNed and for retrieving all Tender Documents published via this website.

2.4 Timeline for the Tendering Procedure

This Tendering Procedure commenced upon publication of the contract notice was started. The following initial schedule has been drawn up for the Tendering Procedure:

TABLE 1

Activity	Date	Time CEST
Send publication of contract notice	27 May 2024	
1st Deadline for submission of questions and comments based on the Tender Documents	28 June 2024	before 12.00 hrs
Publication 1st Memorandum of Information	16 July 2024	
2nd Deadline for submission of questions and comments based on the Tender Documents	2 August 2024	before 12.00 hrs
Publication 2nd Memorandum of Information	15 August 2024	
Deadline submission Tender	30 August 2024	before 12.00 hrs
Target date for decision on reporting intended award	26 September 2024	
Target date for decision on reporting definitive award after (a minimum of 20) Days period for lodging objections	22 October 2024	

Table 1: *indicative timeline*

NB: Tenderers shall be aware (with the exception of the dates that comply with mandatory timescales required by the Directive) that all dates in this Descriptive Document are estimates only and the Contracting Authority reserves the right to alter the Tender timetable at its discretion. No rights may be inferred. Where any part of the procedure is subject to delay or postponement, this delay will be carried over to the remainder of the procedure.

2.5 Award of contract

The contract will eventually be awarded to the most economically advantageous Tender with the best price-quality ratio from the point of view of the Contracting Authority.

The Contracting Authority expressly reserves the right not to award any contract proposed in the Tender Documents or to award only part or parts of the proposed product and or services.

2.6 Confidential information

All information provided by, or on behalf of, the Contracting Authority during the Tendering Procedure that is not published by the Contracting Authority in the public domain, must remain strictly confidential and may only be shown to colleagues who must access the information for the Tender. Neither may the

Tenderer in any way disclose any information provided by the Contracting Authority within the framework of the Tender to third parties. This confidentiality must also be maintained if the Tenderer is not selected. Furthermore, the information submitted by Tenderer to the Contracting Authority shall be treated as strictly confidential by or on behalf of the Contracting Authority, with the exception of the legal obligation of publication.

2.7 Exchange of Information

- 2.7.1 During the Tendering Procedure, the Contracting Authority will guarantee equal treatment of all Tenderers. The Contracting Authority will not provide information that gives one or more Tenderers an advantage over others. All communication related to the Tendering Procedure takes place via TenderNed.
- 2.7.2 Contact with any employee of the Contracting Authority in connection with the Tendering Procedure is prohibited. Non-compliance with this provision shall in principle lead to exclusion from the Tendering Procedure.
- 2.7.3 The Tenderer has the opportunity to submit written questions using the Enquiries Form (Appendix D6) for two Memoranda of Information with regard to the Tendering Procedure, the Descriptive Document, and all appendices. See paragraph 2.4 for deadlines. Questions must be submitted through the TenderNed question module. The Contracting Authority reserves the right to disregard questions that have not been submitted in the prescribed manner.
- 2.7.4 Any comments on the specifications (Appendix A) or draft contract (Appendix B) must be made within the set period for questions only. Any comments submitted after this period will not be accepted. The Tenderer must either state agreement with each article or provide a comment for those where there is disagreement. The Tenderer has the option to indicate articles with which they agree in principle, in which case a suggested text may be entered. If the Tenderer does not agree with an article, proposed replacement text must be entered. Any amendments in response to submitted suggestions will be incorporated in the Memorandum of Information. No additional changes will be made to the Draft Contract produced as above, which is binding on the Tenderer.
- 2.7.5 If a Tenderer considers that there is good reason for a particular question to be answered in confidence, it should be expressly stated when submitting that question. If having considered all parties' interests, the Contracting Authority concludes that the answer to the question cannot reasonably be withheld from the other Tenderers, the Tenderer submitting the question will be informed accordingly. If this Tenderer still does not wish the information to be shared with others, the Contracting Authority reserves the right to decline to answer the question altogether.
- 2.7.6 Memoranda of Information will be drawn up containing the anonymous questions and answers by or on behalf of the Contracting Authority, to the extent that this Memorandum serves to supplement, amend or clarify the Tender Procedure. The last Memorandum of Information will be published through TenderNed at the latest 10 Days before the Tender term expires. The Contracting Authority is not bound by any announcements, promises or agreements that are not set down in a Memorandum of

Information. As soon as any additional information is published, automatic notification e-mails will be sent to all persons who have registered at TenderNed for this Tendering Procedure.

- 2.7.7 Tenderers are responsible for their correct registration at TenderNed. From the date at which the assignment is announced, Tenderers must check TenderNed regularly to see if any Forms or Appendices have been added, since notification messages may not be received in case of possible erroneous entries, or for other reasons.
- 2.7.8 The Tender Documents concerning this Descriptive Document become final after publishing the final Memorandum of Information. The Contracting Authority, therefore, advises Tenderers not to submit a Tender before the publication of the final Memorandum of Information. All Memoranda of Information form an intrinsic part of this Descriptive Document. The content of the Memoranda of Information prevails above the original Descriptive Document, whereas a Memorandum of Information of a more recent date prevails above a Memorandum of Information of an earlier date.

3 Tender Procedure

3.1 Submitting of the Tenders

- 3.1.1 The Tender must have been submitted through TenderNed (see paragraph 2.4 for the deadline). The Contracting Authority stresses that ensuring the correct submission of the Tender on or before the deadline is the full responsibility of the Tenderer.
- 3.1.2 **NB: Submitting a Tender after the above-mentioned deadline is not possible.** Since the Tender must be submitted digitally through TenderNed in the manner described. Personal delivery of the Tender and/or sending the Tender by fax/e-mail or regular mail is not possible and will **not** be accepted. For more information, see <https://www.tenderned.nl/cms/english>, and <https://www.tenderned.nl/cms/english/submitting-tender-open-procedure>.

In order to allow an efficient review process, the Tender should be built up as described in this Descriptive Document and as prescribed in the Checklist form (Appendix D1), originally filled in and undersigned. For each tab a separate file is requested.
- 3.1.3 Prices related to the Tender offer are only provided on the Price Form (Appendix C), which is included in the quantitative part.
- 3.1.4 It is not permitted to submit more than one Tender.
- 3.1.5 The Contracting Authority may, at its discretion, extend the closing date for the submission of Tenders by amending the Tender Documents at any time and for any reason, whether it at its own initiative or in response to clarification(s) requested by prospective Tenderer(s) and/or to modify the Tender Documents by amendment. All rights and obligations of the Tender dossier subject to the previous closing date will thereafter be subject to any new closing date for submission of bids as extended.
- 3.1.6 Expenses incurred for the Tender will not be refunded.

3.2 Opening of received Tenders

- 3.2.1 After the final date of submitting the Tenders, the received Tenders in the digital safe of TenderNed will be opened and an official report drawn up. The report will be sent to all the Tenderers who applied. Since the Tenders will be opened digitally (by unlocking the information on the tender website TenderNed), Tenderers cannot attend the opening.

3.3 Formal regulations for the Content(s) of the Tender

- 3.3.1 The Tenderer must base their Tender on this Descriptive Document, including all appendices and any information provided in Memoranda of Information. In the case a Tenderer does not add or completely enclose the information exactly as requested, then this may (if not resolved on time where permitted) lead to disqualification for this

Tendering Procedure. Disqualification also applies when Tenderers alter the information given by the Contracting Authority in appendices and forms added to this Descriptive Document.

- 3.3.2 No changes in the composition of a Tender will be accepted after the closing time for submitting a Tender.
- 3.3.3 If the Tenderer wishes to elucidate particular questions by means of documents, clear reference must be made to the pages of the relevant document.
- 3.3.4 The Tender must be in the English language.
- 3.3.5 All prices must be quoted in EUR excluding VAT.
- 3.3.6 Tenderers who do not satisfy the requirements as put forth in this Descriptive Document, the publication of contract notice, the Tendering Procedure, or the Memoranda of Information may be excluded.
- 3.3.7 The **European Single Procurement Document ('ESPD')** is a European standard form in which the Tenderer submits a personal statement about finances, skills and suitability for the assignment. As part of the Tender submission, the Tenderer must complete this form in the ESPD module on TenderNed. The Tenderer will find the ESPD form on the TenderNed dashboard. Click on it, complete it and save it. The form will be automatically added as a PDF to the 'Overige Documenten' ('Other Documents') section.

3.4 Tenderer

- 3.4.1 Tenderers may only make a Tender independently or in a form of cooperation with other contractors. The following types of Tenderers may be made:
 - Independent Tenderer;
 - Tenderer is primary contractor;
 - Groups of Economic operators as Tenderer ('Consortium').
- 3.4.2 Only one legal entity per group of companies may submit a Tender as the Tenderer. However, several legal entities from a group may report as a single Tenderer in the form of a group of Economic Operators (Consortium). A group of Economic Operators is understood to mean: a legal entity together with its subsidiaries in the sense of articles 24a and 24b, Book 2, of the Dutch Civil Code.
- 3.4.3 If a Tender is submitted in violation of paragraph 3.4.2, only the Tender of the Tenderer that was submitted first will be considered.
- 3.4.4 By submitting a Tender independently, a Tenderer purports that they are able to carry out the contract entirely independently (without having to make use of the services of third parties). The Tenderer must satisfy all the imposed requirements (i.e., Exclusion Grounds, Suitability Requirements, Technical/Functional Specifications and Award Criteria) and produce the information requested.

- 3.4.5 In the event a Tender is submitted by a Tenderer who will act as the primary contractor, who can independently satisfy the imposed requirements, the same requirements apply as for an independent Tenderer as referred to in paragraph 3.4.4.
- 3.4.6 If the primary contractor can only satisfy the imposed requirements by engaging subcontractors, they must submit the relevant paragraphs in the ESPD. This statement must be signed by both the primary contractor and the subcontractors who will make the resources available. With this statement, the Tenderer must demonstrate that the requirements set are jointly satisfied. The engagement of subcontractors by the primary contractor is without prejudice to the primary contractor's liability to the Contracting Authority.
- 3.4.7 In the event a Consortium submits a Tender, each participant in the Consortium must complete the ESPD requirement. In this Standard Form, the members of the Consortium are required to indicate which members comprise the Consortium and which member has been entrusted with the leadership of the Consortium. The Consortium is also required to report how the activities will be divided among its members. By signing the ESPD each member of the Consortium declares that they accepts joint and several liability for carrying out the contract.

3.5 Applicable conditions

- 3.5.1 By submitting a Tender, the Tenderer approves and accepts all terms and conditions stated in this Descriptive Document. Appendices and Memoranda of Information are an integral part of this Descriptive Document.
- 3.5.2 All information presented in this Descriptive Document is provided to the best of the Contracting Authority's ability. The Contracting Authority declines all liability for the correctness and completeness of the given information.
Tenderers are encouraged to investigate all relevant conditions concerning this Descriptive Document, including by means of submitting requests for clarification.
- 3.5.3 The Tenderer is required to clarify the content of its Tender and / or participate actively and openly during verification meetings with the Contracting Authority at the request of the Contracting Authority.

3.6 Adjustment of Tender Documents

The Contracting Authority reserves the right at its sole discretion to edit or adjust the Tender Documents in case new developments make this necessary. For situations that are not foreseen in the Tender Documents, the Contracting Authority is to decide the appropriate course of action. Any adjustments will be communicated in writing to all Tenderers in one or more Memoranda of Information.

3.7 Prorogation of Tendering Procedure

The Contracting Authority reserves the right at its sole discretion to discontinue the Tendering Procedure at any time and makes no commitments or otherwise, that this Descriptive Document and/or other Tender Documents process will result in a business transaction with one or more parties.

3.8 Intellectual property rights

Unless otherwise indicated, by participating in this Tendering Procedure, any intellectual property rights related to any goods, knowhow or other items do not pass from the Tenderer to the Contracting Authority.

3.9 Lack of clarity and additional information

The Contracting Authority reserves the right to ask Tenderers to provide additional information in case of misunderstanding or lack of clarity. This additional information forms an inextricable part of the Tender. If Tenderer doesn't deliver the information asked, or if they deliver the information too late, that Tender cannot remain under consideration.

3.10 Variation

No variation deviating from the requirements in the Tender Procedure is permitted.

3.11 Timeframe Tender and price guarantee

The minimum time frame during which the Tenderer must maintain the Tender will be 90 days.

3.12 Costs incurred

No costs incurred by a Tenderer in connection with participation in the Tender Procedure will be reimbursed. The Contracting Authority cannot be held liable by a Tenderer for costs and/or other expenses incurred or to be incurred by a Tenderer in relation to the Descriptive Document application, nor during the Tender period, nor during any meetings, regardless of whether or not these meetings lead to the awarding of a contract to the Tenderer.

3.13 General restrictions:

- 3.13.1 The Contracting Authority is not required to award the contract in full or in part.
- 3.13.2 The Contracting Authority is under no circumstances required to reveal its internal documents, that may include the results of evaluations and recommendations regarding the assessment procedure.
- 3.13.3 The Contracting Authority reserves the right to temporarily suspend or definitively terminate the Tender Procedure at any time. Tenderers cannot claim compensation of any costs incurred in the context of the Tender Procedure in such a case.

- 3.13.4 In the context of due process, the Contracting Authority reserves the right to verify the Tender of a Tenderer at any time by requesting evidence or additional information.
- 3.13.5 A Tender to which one or more conditions are attached is automatically invalid.
- 3.13.6 Once a Tender is submitted, it is irrevocable. A Tender that is not irrevocable is invalid.

3.14 Settlement of disputes

- 3.14.1 Dutch law applies to any disputes regarding the Tender procedure and the civil court in the district of Noord-Holland (North Holland) is competent to settle such disputes.
- 3.14.2 If a non-selected or rejected Tenderer is of the opinion that the Contracting Authority's decision violates the law or any other applicable legal regulations, they must lodge a writ of summons against the Contracting Authority in the correct manner within the objection period of 20 Days after the dispatch of the aforementioned decision. If the Tender does not summon the Contracting Authority within the said period in the correct manner, the Contracting Authority will conclude that no legal action will be taken. Any legal actions against the Contracting Authority shall not suspend the Tendering Procedure.

3.15 Complaints

- 3.15.1 In the context of a Tender Procedure, it is possible that the Contracting Authority and Economic Operators may be dissatisfied with how the parties act. It is possible for Economic Operators to lodge a complaint. If an Economic Operator wishes to make a complaint about the Contracting Authority, this may be lodged in writing via the address below:

*Foundation NWO-I; attn. Mr. R. Ruiter
Winthontlaan 2, 3526KV Utrecht, The Netherlands
e-mail: r.ruiter@nwo-i.nl*

- 3.15.2 A complaint will be handled as soon as possible by an employee of International Tender Services who is not and has not been directly involved in (drawing up) the Tender Procedure. If the complainant does not agree with the decision taken regarding the submitted complaint, this may be addressed by the complainant in writing to the 'Commission of Tendering Experts ('Commissie van Aanbestedingsexperts') set up by the Minister of Economic Affairs. If a complaint about this Tender Procedure is submitted to this Committee of Tendering Experts, the complainant is requested to send a copy thereof to the contact person of the Contracting Authority mentioned below:

*Foundation NWO-I, Koninklijke NIOZ
attn. Mr. M.C.J. van der Linden, contract manager
e-mail: marcel.van.der.linden@nioz.nl*

4 Assessment procedure

4.1 Procedure for assessing Tenders

The assessment procedure begins after the Tender deadline and will take place as follows:

- **Step 1 Check for completeness of the final Tender**

The Contracting Authority checks whether the received Tender is complete. The Contracting Authority reserves the right to ask clarification questions about the Tenders received. Tenderers must answer these questions within 7 Days. Failure to satisfy this condition may result in the Tender not being further processed.

- **Step 2 Compliance review**

The Contracting Authority verifies whether the Tender complies with all the requirements and conditions as described in the Tender Documents. The status 'Non-conformance' applies to Tenders that do not meet the stated requirements and conditions. Where the Tender does not comply with these specifications, the Contracting Authority reserves the right to disqualify Tenderers from (further) participation in the Tender process.

- **Step 3 Acceptance of the contract**

The Contracting Authority verifies whether the Tenderer unconditionally accepts the contract. The Contracting Authority reserves the right to disqualify Tenderers from (further) participation in the Tender process where the Tenderer does not unconditionally accept the (final) Draft Contract.

- **Step 4: Evaluation / assessment of the Tenders in accordance with the set Award Criteria**

The award of the Contract shall be made to the Tender deemed most economically advantageous from the point of view of the Contracting Authority with regard to the best price-quality ratio criteria as stated in Chapter 7 of this Descriptive Document. To determine the most economically advantageous Tender with the best price-quality ratio, the Contracting Authority shall make a full initial evaluation of the Tenders in accordance with the set Award Criteria.

4.2 Selected Tenderer – notice to Tenderers that were not selected

4.2.1 The Contracting Authority shall select the Tenderer whose Tender is valid, meets the minimum requirements, and offers the most economically advantageous Tender based on the best price-quality ratio.

4.2.2 This Tenderer will be called the "Selected Tenderer". The Contracting Authority shall notify all Tenderers at the same moment of the identity of the Selected Tenderer to whom the Contracting Authority intends to award the contract and shall state the reason(s) for this decision.

4.2.3 No rights can be derived from the intention to award the contract.

4.3 Final Award

- 4.3.1 The aim of this Tender Procedure is to arrive at the final award and signing of the contract.
- 4.3.2 After the objection period (of 20 Days), the Contracting Authority will proceed to the final award of the Agreement. The Contracting Authority may refrain from selecting any Tender. Reasons for non-selection may include and are not limited to non-availability of sufficient financial backing for the project, (political) decisions by Dutch or other relevant authorities and /or limitations in relevant laws and other regulations.
- 4.3.3 The Contracting Authority and the Selected Tenderer will determine the date of signing the Contract.
- 4.3.4 If within a period of 20 Days an unsuccessful Tenderer has started proceedings for an interim injunction with a competent interim injunction judge, which should be evidenced by sending a copy of the writ of summons (see paragraph 3.14) the final award will, in principle, not be sent until judgement has been passed. If an interim procedure is pending, the Tenderers will be informed thereof at the earliest opportunity.
- 4.3.5 If the Contracting Authority itself has discovered any errors in the Tendering Procedure or believes that a complaint submitted by a Tenderer should be considered unfounded without waiting for the outcome of any injunction proceedings, the Contracting Authority may decide to revoke the awarding decision.

5 Grounds for exclusion from participation

- 5.1.1 Tenderers that meet the criteria for grounds for exclusion as described in the ESPD will be disqualified for participation in this Tendering Procedure. By completing and submitting the ESPD, the Tenderer declares that this does not apply.
- 5.1.2 In order to determine whether a situation as abovementioned is applicable, the Contracting Authority reserves the right to request the Tenderer to submit supporting documents or declarations, as specified in Articles 2.89 and 2.102 PPA.
- 5.1.3 Tenderers are required to state via submitting the ESPD that they are capable to provide the required documents and declarations upon request within a reasonable period. If the Tenderer fails to provide the documents and declarations within this period, they shall be deemed to be unable to do so. This will lead to a breach of the procedural requirements of this Tender procedure and an invalid Tender.
- 5.1.4 The aforementioned grounds for exclusion will also apply to all participants of the Consortium. Therefore, each participant must complete and submit the ESPD along with the Tender.
- 5.1.5 The aforementioned grounds for exclusion will also apply to all Subcontractors. Therefore, each subcontractor must complete and submit the ESPD with the Tender.

6 Suitability requirements

6.1 General

- 6.1.1 Tenderers must at least meet the minimum requirements as set out in this Descriptive Document. Tenderers that do not meet one or more of these minimum requirements will be excluded from this Tendering Procedure.
- 6.1.2 At the Contracting Authority's request, the Tenderers must provide additional information or explanation on the statements and documents provided.

6.2 Professional competence requirements

- 6.2.1 The Tenderer must be registered in the trade or professional register in accordance with the requirements of the legislation of the country in which they are established.
- 6.2.2 PLEASE NOTE: If the signing power of a Tenderer is based on an authorisation, the Tenderer must submit this authorisation when submitting the Tender response. The signing power of the party issuing the authorisation must be evident from an extract from the trade register.
- 6.2.3 By signing the ESPD, the Tenderer declares that they fulfil the specified requirements with regard to professional competence in this Descriptive Document.

6.3 Corporate and professional liability

- 6.3.1 The Tenderer must be adequately insured against corporate and professional liability. The Tenderer must provide evidence of this within 7 Days at of the first request of the Contracting Authority. This evidence must demonstrate that the term of the insurance is current. The minimum cover provided by the insurance must be €1,500,000 per event. If the Tenderer's current insurance is insufficient, it must be stated that upon awarding of the contract, they are prepared to obtain insurance with the abovementioned level of cover.

6.4 Financial solvency

- 6.4.1 The Tenderer must be of good financial standing and the long-term continuity of the undertaking must be guaranteed. The Tenderer must provide evidence of this within seven (7) Days at the first request of the Contracting Authority. The most recent auditor's report must not contain any negative continuity forecast, or – if an auditor's report is not mandatory – the Tenderer must declare in writing that no continuity problems are foreseen.

6.5 Reference project

- 6.5.1 The Tenderer must submit at least one (1) completed reference project to prove technical and/or professional ability with regard to the supply of a ROV with a depth rating of at least 3,000 meter, preferably 6,000 meter. The use of Standard Form C3 (Model for reference project) is mandatory.

The reference project must meet the following minimum requirements:

- a. The ROV was preferably meant for scientific research for one (1) client;
- b. The reference project may not have been completed more than six (6) years prior to the date of the deadline to submit the Tender, as stipulated in Article 2.4 of this Descriptive Document.

7 Award Criteria

7.1 Economically Most Advantageous Tender based on the best price-quality ratio

- 7.1.1 The award of the contract shall be made to the most economically advantageous Tender with the best total score based on the price-quality ratio as described in this chapter. For this Tender, the qualitative (quality) and quantitative (=price) aspects are scored as follows:

TABLE 2

Award Criteria	Maximum Points
Price (Appendix C – Price Form item A)	50 points
Quality:	50 points
B1. Matching with the desired specifications and options	(25 points)
B2. Track record liability	(15 points)
B3. Service level track record	(10 points)
Total	100 points

See the following paragraphs for the assessment of the Award Criteria.

- 7.1.2 The Tender must be irrevocable and unconditional. A Tender that is not irrevocable and/or to which conditions are attached in any way (for example, reference to own general terms and conditions, industry conditions) and/or reservations is invalid and will be set aside and not processed.
- 7.1.3 A maximum of 100 points can be obtained. If several Tenderers with an equal score end up as 'best Tenderer', the lowest price excluding VAT will be decisive. If the lowest price excluding VAT is not decisive, a draw will take place under the supervision of a civil-law notary.

7.2 Price (maximum 50 points)

7.2.1 Price cap for the standard ROV spread

The price cap for the purchase of the standard ROV spread (Price Form items A.1 – A.4) is EUR 5,000,000.00 (five million euros) excluding VAT. A Tender with a higher price than EUR 5,000,000.00 (five million euros) is invalid and will be excluded from the Tender Procedure.

7.2.2 Lowest price

All prices must be quoted in EUR excluding VAT.

In this Tender, the score is determined on the basis of the lowest price of the standard ROV spread (item A - Appendix C Price Form).

Insofar as Tenderers wish to give discounts, these will be deemed to have been incorporated in the Tender Price Form.

The Tenderer with the lowest price will receive 50 points. The Tenderers with a higher price will receive a lower score to a maximum of 2 decimal places. These scores will be calculated as follows: lowest price offered for item A divided by your price offered for item A, multiplied by 50.

7.3 Assessment of Quality (maximum 50 points)

7.3.1 General remarks regarding assessment/evaluation

1. Appendix A contains the technical and functional specifications of the ROV that the Contracting Authority wishes to purchase. These must be dealt with in the Tender. No part may be omitted. If it is not possible to supply a part or answer a question, this must be clearly stated, in which case no qualitative points will be awarded for the specific part. All specified components of the ROV must be new, and not previously used for any other purposes including demonstration.
2. False statements will lead to disqualification and thus exclusion from the Tender procedure.
3. The qualitative criteria B1, B2 and B3 will be assessed by an assessment committee to be set up by NIOZ (consisting of representatives of, or on behalf of, NIOZ), which independently and unanimously awards points for each sub-criterion. A maximum of 10 evaluation points may be awarded per sub-criterion (see TABLE 3 below). The points awarded for each sub-criterion are multiplied by a factor to determine the score for that sub-criterion.

TABLE 3

Assessment framework for evaluation of qualitative components:	
Rating points	Substantiation / motivation possibilities
0	Method of implementation is missing and/or solutions are missing completely
2	<u>Very bad:</u> • Method of implementation and/or solutions are very bad • Method of implementation and/or solutions are unclear/inadequate • Virtually no insight is given into the method of implementation and/or solutions • Substantiation is extremely poor
5	<u>Doubtful:</u> • A relevant part is missing in the method of implementation and/or solutions • Method of implementation and/or solutions are not convincing and/or well thought out • Substantiation is too general, and/or not very convincing • The answers raise many questions
8	<u>Good:</u> • The method of implementation and/or solutions provide a lot of insight • The method of implementation and/or solutions are sound and convincing • The method of implementation and/or solutions are well thought out and/or contain some innovative elements • Substantiation is solid and convincing • The answers raise some minor questions
10	<u>Excellent:</u> • Excellent manner of implementation and/or solutions, and/or very convincing, and/or extremely innovative, and/or extremely well thought out • Substantiation is comprehensive

7.3.2 The scores for Award Criteria represent the evaluation of the assessment committee according to the descriptions and weighting as described under paragraphs 7.4 and 7.6.

7.4 B1 Matching with the desired specifications and options (maximum 25 points)

The technical minimum requirements for the base configuration of the ROV are described in Appendix A. These requirements must be met by the Tenderer. If these requirements are not met, the Tender will be rejected. In addition, a number of options have been described that the Contracting Authority may wish to purchase if deemed financially feasible. The number of options that the Tenderer can list in part B of the Price form (Appendix C) with prices that are added value for the Contracting Authority can influence the score. This will be viewed positively by the Contracting Authority. If the Tenderer offers one or more equivalent options, the equivalence must be substantiated by the Tenderer. The substantiation must then demonstrate that the quality is at least equivalent to the requested option. However, the Contracting Authority is not obliged to purchase one or more options.

The Tenderer must demonstrate conclusively and clearly that the technical minimum requirements can be met. In addition, the Tenderer must describe whether and how they are able to address the technical options.

The Tenderer is expected to answer all the following topics:

- the proposed equipment is able to meet the technical minimum requirements as per Appendix A;
- the number of (technical) options that can be offered (the quality of equivalent options must be substantiated);
- how the technical options will be addressed.

It is permitted to add visual material such as drawings and diagrams to clarify and/or substantiate the answer.

The Contracting Authority considers the above-mentioned topics as a coherent whole and assesses the quality of their substantiation for completeness and coherence. The Contracting Authority does not assign a score per individual topic, rather it assesses the overall picture that follows from the answers based on the assessment framework. It then assigns a unanimous rating (see par. 7.3.1 Table 3 above) in consensus, which is then multiplied by the multiplication factor 2.5.

7.5 B2 Track record of the reliability of the ROV (maximum 15 points)

The Tenderer must describe a track record of the proposed ROV and is expected to at least answer the following topics:

- Track record in preferably European marine science community;
- Track record in ROV's with a depth rating of at least 5,000 m and preferably 6,000 m.
- Description by the tenderer of the reliability during operation of the 5 (five) most recent ROV's produced and delivered by the Tenderer.
- Statements written by at least 3 (three) customers about the reliability of their ROV produced and delivered by the tenderer after 2018. Please indicate a contact person for each customer mentioned that can be contacted by the Contracting Authority.

The Contracting Authority considers the above-mentioned topics as a coherent whole and assesses the quality of their substantiation for completeness and coherence. The Contracting Authority does not assign a score per individual topic, but assesses the overall picture that follows from the answers based on the assessment framework. It then assigns a unanimous rating (see Table 3 above) in consensus, which is then multiplied by the multiplication factor 1.5.

7.6 B3 Service level track record (maximum 10 points)

The Tenderer must describe a service level track record and is expected to at least answer the following topics:

- Description of the service approach by the Tenderer on the 5 (five) most recent ROVs produced and delivered by the Tenderer.
- Statements written by at least 3 (three) customers about their service level experience concerning their ROV produced and delivered by the tenderer after 2018. Please indicate a contact person for each customer mentioned that can be contacted by the Contracting Authority.

The Contracting Authority considers the above-mentioned topics as a coherent whole and assesses the quality of their substantiation for completeness and coherence. The Contracting Authority does not assign a score per individual topic, but assesses the overall picture that follows from the answers based on the assessment framework. It then assigns a unanimous rating (see Table 3 above) in consensus, which is then multiplied by the multiplication factor 1.

Appendix A

Specifications

Remotely Operated Vehicle including LARS

(document added separately)

Appendix B

Draft Contract

(document added separately)

Appendix C

Price Form

(document added separately)

Appendix D

Standard Forms

STANDARD FORM D1: CHECKLIST

Standard Form	Subject	Upload on TenderNed	Attached (check off)
STANDARD FORMS			
Standard Form D1	Checklist	Yes	
Standard Form D2	European Single Procurement Document (ESPD) (pdf) <i>(If applicable) A separate ESPD declaration must be enclosed for each participant of the Consortium and each Subcontractor</i>	Yes	
Standard Form D3	Model for the reference project	Yes	
Standard Form D4	Statement of approval with the Specifications	Yes	
Standard Form D5	Statement of approval with the Draft Contract	Yes	
Standard Form D6	Enquiries	No	
QUALITATIVE PART			
Award Criterion B1	Elaboration of Award Criterion B1 as described in par 7.4	Yes	
Award Criterion B2	Elaboration of Award Criterion B2 as described in par 7.5	Yes	
Award Criterion B3	Elaboration of Award Criterion B3 as described in par 7.6	Yes	
QUANTITATIVE PART			
Appendix C	Price Form	Yes	
Signed for agreement			
Company name Tenderer			
Date			
Name			
Position			
Signature (Must be signed by an authorised person)			

STANDARD FORM D2: European Single Procurement Document (ESPD)

This form has to be filled in online using the ESPD module on TenderNed (see par. 3.3.7).
(The ESPD must be signed by an authorised person of the Tenderer's organisation)

STANDARD FORM D3: REFERENCE PROJECT

Tenderer must submit one (1) completed reference project, to prove technical and/or professional ability with regard to the supply of a ROV with a depth rating of at least 3,000 meter, preferably 6,000 meter. The reference project must meet the following minimum requirements:

- The ROV was preferably meant for scientific research for 1 (one) client;
- The reference project may not have been completed more than 6 (six) years prior to the date of the Tender deadline as stipulated in Article 2.4 of this Descriptive Document.

Name of the reference project :

Client's address :

Client's URL :

Completion date of the project :

Name contact person :

Position contact person :

Phone number contact person :

E-mail address contact person :

<Give a short description of the reference project in an annex, which adequately demonstrates that the Tenderer has experience and that the reference meets the minimum requirements as mentioned above>

<Please enclose this information according to the models together with relevant project information (brochures, drawings, photographs, etc.)>

Company name Tenderer	
Date	
Name	
Position	
Signature (Must be signed by an authorised person)	

STANDARD FORM D4: STATEMENT OF APPROVAL SPECIFICATIONS

Tenderer must confirm that Tenderer fully and unconditionally agrees with all the conditions as described in Appendix A "Specifications" (in compliance with Paragraph 4.1 of the Descriptive Document), by signing this form

Company name Tenderer

Date

Name

Position

Signature
(Must be signed by an
authorised person)

STANDARD FORM D5: STATEMENT OF APPROVAL FINAL DRAFT CONTRACT

Tenderer must confirm that Tenderer fully and unconditionally agrees with all the conditions as described in Appendix B "Draft Contract" which shall apply after the publication of the last Memorandum of Information (in compliance with Paragraph 2.7.4 of the Descriptive Document), by signing this form.

Company name Tenderer	
Date	
Name	
Position	
Signature (Must be signed by an authorized person)	

STANDARD FORM D6: ENQUIRIES

Enquiries relating to the Tendering Procedure for a 6,000 meter dept work class ROV on behalf of NIOZ

Name applicant:			
Name contact person:			
Tel. number:			
E-mail:			
Date:			
Enquiry nr.	In regard to Chapter / Paragraph / Page	Document	Question
Question 1	...		
Question 2	...		
Etc.	...		

DO NOT ADD THIS DOCUMENT TO THE TENDER!!

Appendix E

General Government Purchase Conditions 2018 (ARIV-2018)

(document added separately)