



Tender Document

Invitation to tender in accordance with the European open procedure for the procurement of services for “The design, build, and maintenance of a FerryBox on board research vessel MS Zirfaea”.



Publication date: 3-10-2024
Status: def
Reference: 31191766

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Definition of terms

Tendering authority	the Ministry of Infrastructure and Water Management, Department of Waterways and Public Works (Rijkswaterstaat), Water, Transport and Environment (Water Verkeer en Leefomgeving), the directory of Security and Water.
Tender Document	This document and all of its annexes.
Public Procurement Act	The Public Procurement Act 2012 (<i>Aanbestedingswet 2012</i>)
General Government Terms and Conditions	General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI-2018: <i>Algemene Rijksvoorwaarden voor het verstrekken van Opdrachten tot het verrichten van Diensten</i>).
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer.
Tender	A quotation submitted by the Tenderer in response to this Tender Document.
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 Infrastructure and Water Management, represented by the Director of the directory of Security and Water, Department of Waterways and Public Works (Rijkswaterstaat), Water, Transport and Environment (Water Verkeer en Leefomgeving), who concludes the Contract with the Contractor on behalf of the Contracting Authority.
Contractor	The party with whom the Contracting Authority concludes the Contract.
Contract	The written agreement between the Contracting Authority and the Contractor in which the conditions of the assignment are recorded.
Exclusion Ground	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
Uniform Single Procurement Document	A statement in which the Tenderer declares his compliance with the requirements specified in this document.

1. Introduction

The Tender Document at hand contains information regarding this Invitation to Tender conducted in accordance with the European open procedure for the design, build, and maintenance of a FerryBox on board research vessel MS Zirfaea.

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

1.1 Tendering Authority

This Tendering process is being conducted on the instructions of the Ministry of Infrastructure and Water Management, acting through its agency Rijkswaterstaat. Rijkswaterstaat is the executive agency of the Ministry of Infrastructure and Water Management.

1.2 Reason for this invitation to tender

This Invitation to Tender is for the design, construction, and maintenance of a FerryBox on the research vessel Zirfaea. The FerryBox will enable continuous, autonomous monitoring of biotic and abiotic parameters in the Dutch part of the North Sea.

1.3 Time schedule

The schedule below applies to this tendering process.

Publication date TenderNed	Issuing of publication, start of tendering period.
28 October 2024, 13.00- 14.00am	Information meeting via teams. *
30 October 2024, 11.00am	Closure of 1st round of questions: deadline for the Tenderer to submit questions regarding this Tender Documents 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).
4 November 2024	Issuing of 1st Memorandum of Information
11 November 2024, 11.00am	Closure of 2nd round of questions: deadline for the Tenderer to submit questions.
17 November 2024	Issuing of 2nd Memorandum of Information
2 December 2024, 11.00am	Deadline for the receipt of Tenders and opening of new Tenders by the Tendering Authority.
3 - 13 December 2024	Assessment of Tenders.
13 December 2024	Announcement of the award of the Contract.
January 2025	Starting date of Contract.

*An information meeting for this process will be held digitally via teams on Monday October 28th, at 13.00am Dutch time. If you wish to attend the teams meeting, then we kindly request you to send an email via TenderNed no later than Thursday October 24th, 11.00 a.m., stating the email address to be used for this purpose. During this information meeting the Tendering Authority will provide an explanation of this Tender.

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 Context of the assignment

The North Sea faces three major transitions: energy, nature, and food (including fisheries and aquaculture). The Paris Agreement has led to a significant increase in offshore wind farms, impacting both nature and the space available for fisheries and aquaculture. While these transitions can sometimes coexist, difficult choices are often necessary. The North Sea Consultation, which includes the government and stakeholders, reached an agreement in 2020 on implementing these transitions, recorded in the North Sea Agreement.

The Agreement highlights the need for an integrated research and monitoring program, leading to the creation of the MONS program (Monitoring Research Nature Enhancement and Species Protection). MONS aims to assess the ecological carrying capacity of the North Sea amid changing uses. The three reports below outline the principles and needs of this monitoring program (website links see Appendix C):

- Van Oevelen, D., Soetaert, K., Peperzak, L., Blauw, A., Stolte, W., Dijkman, N., & Rijkeboer, M. (2022). [Monitoringsplan voor Meerjarige monitoring Fytoplanktensamenstelling en Primaire Productie.](#)
- Blauw, A., Stolte, W., & Tatman, S. (2022). [Monitoringplan abiotiek.](#)
- Jak, R. G., Van Walraven, L., Van Oevelen, D. (2022). Voorstel voor monitoring van zoöplankton in de Noordzee.

These reports propose various monitoring methods to understand spatial and temporal trends in phytoplankton and zooplankton composition, primary production, and various abiotic parameters. One of the methods to be implemented within MONS is the FerryBox monitoring of phytoplankton and zooplankton composition, primary production, and various abiotic parameters from the Zirfaea (figure 1). The Zirfaea is a Dutch research vessel operated by Rijkswaterstaat.



Figure 1: MS Zirfaea

2.2 Description of the assignment

The Contractor is requested to design, construct, and deliver a FerryBox to Rijkswaterstaat. This FerryBox should be suitable for continuous, autonomous monitoring of the biotic and abiotic parameters in the North Sea as listed in table 1.

Table 1 – biotic and abiotic parameters monitoring program

Category	Parameter
Plankton composition	zooplankton composition
	phytoplankton composition
Primary Production	primary production rates
	total chlorophyll
	oxygen (concentration and saturation)
	CDOM fluorescence
Physical parameters	global radiation
	conductivity / salinity
	temperature

	turbidity
Carbonate parameters	pH
	pCO ₂
Chemical parameters	NO ₃
	NH ₄
	o-PO ₄
	SiO ₂

Additionally, the Contractor is requested to provide maintenance and service for the FerryBox. This covers preventive and corrective maintenance, as well as calibration and validation of the sensors. Finally, the Contractor is requested to be responsible for quality control and delivery of data collected by the FerryBox.

2.3 Objective of the assignment

To carry out the aforementioned monitoring, Rijkswaterstaat is seeking the best possible solution in both technical and organizational terms. Rijkswaterstaat's primary requirement is that the delivered system is available to monitor the parameters in table 1 during the voyages of the Zirfaea throughout the duration of the agreement.

2.4 Contract Period

The Contracting Authority intends to conclude a Contract with a duration until the end of 2030, as funding is guaranteed until then. After 2030, until the end of the FerryBox's lifespan, there is an unilateral option to extend the contract annually.

2.5 Scope of the assignment

It is possible that the services specified in the contract and/or the number of Participating Party/Parties may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

3. Requirements and Specifications for the FerryBox

This chapter specifies the requested FerryBox and the container in which the FerryBox will be housed, and outlines the requirements for the factory and site acceptance tests.

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. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.

3.1 FerryBox Specification

The specification of the requested FerryBox aligns with the principle design of a FerryBox system as described in the EuroGOOS Publication [FerryBox: From On-line Oceanographic Observations to Environmental Information](#) (website links see Appendix C):

"A FerryBox as defined in this project is an autonomous measurement and data logging and transmission system which operates continuously while the carrying ship is underway. Measurements are made using devices which are either in direct contact with or sample from a continuous flow of seawater. For an unattended operation the system is controlled via position (by GPS) and an internal computer. The system is connected to a station on shore, via GSM or satellite, for remote control and data transfer. The data transfer is in real time (in case of a satellite connection) or near real time after completion of a cruise in the harbour (within hours or

days depending on the length of the route). The water intake is at a fixed depth, normally between 1 and 6 meters. Either a separate water intake point or a sully from one of the internal water flows of the ship can be used. The seawater is pumped into the ship from an inlet (often in front of the ship's cooling water intake). The FerryBox should be placed as close as possible to the intake point in order to minimize the time delay between water input and signal detection in the FerryBox. The flow rate depends on the system and varies between 3 and 25 l/min¹. A debubbling unit (not used on all systems) removes air bubbles, which may enter the system during heavy seas. Small bubbles may interfere with some of the sensors (e.g. optical sensors) and may bias the measurements. Coupled to the debubbler is an internal water loop in which the water is circulated passing the different sensors."

Based on this principal design, figure 2 has been created to illustrate the FerryBox to be delivered in its operational context aboard the Zirfaea.

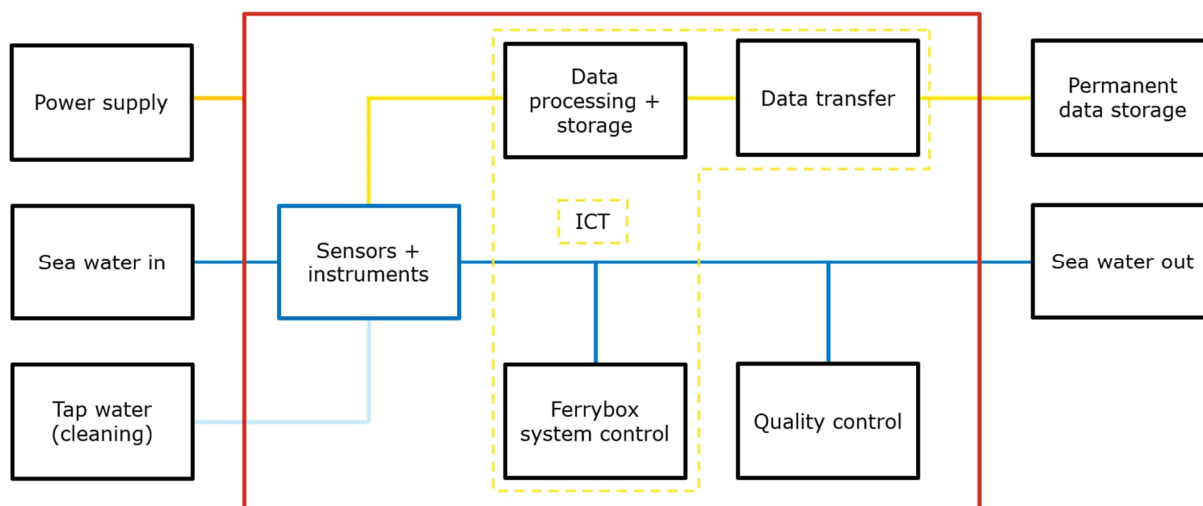


Figure 2: Schematic representation of the FerryBox on the Zirfaea.

The purpose of figure 2 is to provide a structure that will be used in the following paragraphs to explain the requirements specifications for the FerryBox. The systems within the red square are part of this assignment and will be supplied by the Contractor. The instruments, sensors, and systems within the red square will be installed in a container that is anchored on the deck of the Zirfaea. Thus, the red square can also be viewed as the container depicted schematically.

This entire setup is referred to as the FerryBox in this procurement.

All information outside the red square in figure 2 represents the context within which the FerryBox operates. The systems in the FerryBox and their related work processes are designed to integrate with this context.

3.1.1 Sensors and instruments

This paragraph outlines the requirements for the sensors and instruments to be installed in the FerryBox.

Design and specification

- The sensors implemented in the FerryBox are specifically designed for use in a FerryBox system, enabling the continuous recording of the parameters mentioned in Chapter 2.
- The sensors in the FerryBox are of high quality and are based on a proven concept.
- The FerryBox is equipped with sensors capable of measuring with the necessary accuracy, precision, resolution, and range typical for the Dutch part of the North Sea, producing data that can be used in scientific studies.

¹ For in situ imaging of zooplankton, a flow rate of 37 liters per minute is required.

- The Contractor must ensure that the sensors produce data that is consistent and comparable with the data generated by the FerryBox on the Connector (operated by NIVA). The Zirfaea and the Connector operate in overlapping areas, and the data produced by their FerryBoxes are likely to be used in the same studies.
- The FerryBox must be equipped with its own GPS system.
- Multi-sensor units must not be used if the failure of a single component could result in the interruption of measurements from all sensors within the unit.
- The Contractor will install hyperspectral radiometers for conducting above-water hyperspectral measurements of radiance and irradiance. These sensors must be installed free from obstructions and not near any structures such as chimneys, ensuring unobstructed upward and downward views.
- Sensors or instruments will be installed to measure the housekeeping parameters required for data quality control (refer to 3.4.4).

Selection and procurement

- In situations where there is a choice between two qualitatively equivalent sensors or measurement methods, Rijkswaterstaat prefers the sensor or method that requires the lowest service, maintenance, and calibration needs.
- For monitoring primary production and the composition of phyto- and zooplankton, Rijkswaterstaat has selected the LabSTAF from Chelsea Technologies, the CytoSense – C from CytoBuoy and the Pi-10 from Plankton Analytics, respectively.
 - The selection of these instruments is based on specific research needs, the requirement for uniform monitoring in the North Sea, and/or the alignment with expertise that Rijkswaterstaat has developed through the use of certain instruments.
 - Due to the long lead times for the CytoSense - C and the Pi-10, Rijkswaterstaat has pre-ordered these instruments. At the time of writing the procurement for the FerryBox, the assembly of the CytoSense is complete, and the Pi-10 is expected to be finalized in March 2024. Both instruments will be transported to the facility of the FerryBox Contractor as soon as the Contractor is able to receive them.
 - CytoBuoy and Plankton Analytics are requested to support the integration of their instruments into the FerryBox system. Appendix XXX outlines the peripherals included with the Pi-10 and CytoSense.
- The Contractor will organize a meeting with Rijkswaterstaat (either online or at the office) with the goal of finalizing the selection of sensors to be implemented.
 - Rijkswaterstaat will ensure that the end users of the sensor data are present at this meeting.
 - During the meeting, the Contractor will translate any choices regarding sensors into:
 - Financial implications (purchase + maintenance);
 - Impact on service, maintenance, and calibration;
 - Accuracy, precision, resolution, and range.
 - The meeting will thoroughly explore the possibilities and implications of implementing automated nutrient analyzers, with a particular focus on determining what these instruments require from the Zirfaea's crew (see section 3.4.5.1).

Operation and maintenance

- For the measurement of more than one nutrient parameter, it is recommended to use at least two devices: one for Ammonium measurements and another for the remaining parameters.
- All sensors and instruments must be thoroughly tested and calibrated before their installation in the FerryBox on board the Zirfaea.
- Where choices are available, the FerryBox system measures all variables within a time interval and spatial resolution that will be agreed upon in a meeting with the end users of the sensor data.

- All documents and specifications related to the sensors and instruments must be made available by the Contractor to Rijkswaterstaat.

3.1.2 ICT

This paragraph outlines the requirements for the ICT system of the FerryBox.

System integration and operation requirements

- The Contractor will deliver an ICT system for the FerryBox in which all sensors and instruments are seamlessly integrated, ensuring their optimal performance is guaranteed.
- The ICT system facilitates the autonomous operation of the FerryBox, enabling:
 - Automatic pumping;
 - Flow control;
 - Leak detection;
 - Automatic stop/start when entering or leaving a harbor;
 - Sampling at specific positions;
 - Data storage;
 - Rinsing and cleaning processes.
- The FerryBox system can be remotely operated and monitored. Settings and software can be adjusted from a distance.
- The system allows for the integration of additional sensors without requiring significant modifications.

Hardware and software specific requirements

- Due to the strict requirements regarding the integration of the Pi-10 and the CytoSense into the FerryBox's ICT system, the Contractor actively seeks advice from Plankton Analytics and CytoBuoy. Both parties are not only tasked with supplying the Pi-10 and CytoSense but are also commissioned to advise the Contractor on integrating the instruments into the FerryBox.
- The Pi-10 is supplied by Plankton Analytics with its own PC (PiPC), which is exclusively used for processing Pi-10 data (approximately 0.5 TB per 24 hours), significantly taxing the processing capacity of the PiPC. Similarly, the CytoSense Classic comes with its own (internal) PC. For processing data from the other sensors and instruments and for managing the FerryBox control system, a separate PC, including necessary software and a user interface, is installed in the FerryBox. If required, a wired mouse and keyboard will be provided.

Data management and transfer requirements

- Data from the sensors and instruments are locally stored in the FerryBox. The data storage system has ample capacity for storing measurement data and is highly reliable due to the implementation of backup and redundancy procedures. For this purpose, a NAS or server equipped with HDDs or SSDs is an obvious solution.
- The data storage system is designed to seamlessly switch to an alternative power supply during an onboard power outage, ensuring no data loss, and it can automatically restart itself after a complete blackout. (refer to section 3.2.12).
- In the FerryBox, provisions will be installed to transmit data to the shore location via mobile networks during the voyage. However, the 4G (nor 5G) network doesn't fully cover the Dutch part of the North Sea, with coverage limited to approximately 10 km offshore and around certain platforms and wind farms. Therefore, the system will be designed to buffer data and transmit it when a network connection becomes available.
- Two sets of drives will be purchased so that when the Zirfaea docks in the harbor, the drives containing the collected data can be swapped for empty drives. Ideally, and if possible, swapping the disks should be a simple operation.
- For the safe transport of the drives to the (to be determined) data storage on land, the Contractor will provide shock-resistant cases and antistatic sleeves that can individually encase each hard drive.

- The Contractor is responsible for organizing the data transfer and writing a data transfer procedure. This includes detailing the process for swapping and transporting the drives, transferring the data to land, and preparing the drives for the next voyage, all within the framework described in section 3.4.5.1.
- The Contractor will provide a comprehensive description of the FerryBox's ICT system, including:
 - A clear description and schematic representation of the FerryBox's ICT system, focusing on hardware components, software applications, and their interactions.
 - Complete specifications of each component within the ICT system, highlighting both hardware and software characteristics.
 - Data redundancy and backup procedures, including how the system manages component failure.
 - Software updates and the maintenance and replacement of hardware.

3.1.3 Water circuit

This paragraph discusses the design requirements of the water circuit, addressing the prevention of air bubbles, the water intake of the FerryBox, the pump and tubing system, the flow rate, and provisions for the automatic cleaning of the system.

Water inlet

- The FerryBox will utilize an existing water inlet system on the Zirfaea. This system comprises an inlet located under the ship's bow, approximately 2 meters below the water surface and existing pipes that route water from the inlet to the designated FerryBox location on the deck. This system was previously employed for a FerryBox installation on the Zirfaea about 20 years ago. Two significant issues were identified during its operation:
 - o Water Temperature Increase: As water travels through the ship, it experiences a temperature rise of approximately 1 degree Celsius. This issue persists and requires attention.
 - o Water Contamination: While largely resolved, this problem necessitates verification to ensure it remains adequately addressed.
- The Contractor is asked to:
 - o Address the ongoing water temperature increase issue.
 - o Install a temperature sensor immediately after the water inlet. The Contractor should also consider placing an oxygen sensor at this location, as it may provide the most accurate measurements of the water entering the system.
 - o Verify and ensure the resolution of past contamination problems.
 - o Assess and mitigate any additional concerns, such as line fouling or alterations in water properties.

Pump and tubing system

- The pump's flow rate must be in accordance with the Pi-10 specifications, ensuring that it meets the required operational standards for the system's efficiency and effectiveness.
- The pump of the FerryBox needs to be assessed for its possible effects on the properties of the water being analyzed, especially regarding its influence on the integrity of biological samples throughout its operation.
- The piping or hosing selected for transporting water to and from the system must be suitable for the required flow rate and compatible with the pump in use.
- The Contractor ensures the system's supply hoses and pipes are easily replaceable with standard parts that are readily available locally.

Flow rate

- The water circuit, which includes the pump and the dimensions of the pipes, is customized to suit the sensors and instruments employed in the FerryBox. The optimal flow rate depends on the specifications of the sensors employed.

Bubbles

- Bubbles can effect sensor reading. The FerryBox system shall incorporate design features or technologies that minimize bubble formation around sensor areas.

- The Contractor must provide (field) testing and validation evidence in the Site Acceptance Test and subsequent operations, demonstrating the FerryBox system's effectiveness in minimizing the impact of bubbles on sensor readings.

Facilities for automated cleaning system

- The FerryBox system requires the installation of specific facilities to enable automated cleaning, including:
 - Facilities for flushing and rinsing using freshwater, acidified water, or detergents, along with the option for high-pressure cleaning if required, to ensure the system remains clean and functional.
 - No substances that are harmful to the environment should be discharged. Permissible substances may be discharged overboard, but all other waste must be stored and properly processed at the harbor.
 - A supply of, or an instrument designed to produce, ultra-pure water dedicated to cleaning the chemical analyzers
 - Electronically actuated solenoid valves designed to automate the flushing process of the plumbing system, ensuring efficient maintenance and reduction of biofouling and mineral deposits.

3.1.4 Quality control

The quality of the data collected by sensors significantly depends on maintenance, calibration, and the performance of validation checks and sampling. This section (3.1.4) describes the equipment necessary within the FerryBox for quality control. Chapter 3.4.3 details the calibration and validation process, while chapter 3.4.4 outlines the data quality control process.

- The Contractor will install an automated sampling device aboard the FerryBox. This sampling device must adhere to the requirements outlined in section 3.4.3.2, "Validation Requirements." This includes:
 - Equipping the device with an automatic refrigeration function to immediately preserve water samples upon collection.
 - The device must be programmable to collect water samples at specific, predetermined locations along the FerryBox's route and must support remote activation for sampling activities. Sample data and sensor data need to be flagged to enable proper linkage between them.

3.2 Container

The following outlines the requirements and conditions set for the operation, construction, and layout of the container.

- The container must be purchased or built by the Contractor and, based on a design approved by the Client (see drawings section), be equipped with the sensors, instruments, systems, and installations described in this assignment.
- Occupational health and safety legislation, (Dutch) NEN standards and European directives must be observed.
- The entire unit must be safe to use, with the risk of injury minimized.

3.2.1 Location and placement

- The container must be capable of being securely fastened on board the Zirfaea using universal twist-lock holes at all corners.
- The container must be positioned between the funnel casing at the rear of the deck and the environmental measurement container (EMC). See photos in Appendix B.
- The design and placement of the container must accommodate the future positioning of the EMC with its door facing towards the rear of the ship, ensuring full accessibility to the EMC at all times. This requires coordination with Rijkswaterstaat.

3.2.2 Container dimensions

- Given the limited deck space, the container must be dimensioned in such a way that the available space is used efficiently and operational activities are not hindered.
- The maximum dimensions for the container are 4.0 x 2.5 x 2.9 meters (length x width x height). A smaller container size is preferred, but it is also important to have sufficient space inside the container for work activities and maintenance.
- There are currently no twist-lock sockets present for securing the container at the intended location. In this sense, the twist-lock sockets are not determining factors for the container's dimensions. The contractor shall coordinate the container's dimensions with Rijkswaterstaat, so that Rijkswaterstaat can install twist-lock sockets in the correct locations in a timely manner.

3.2.3 Container Exterior

- Sea water resistant and durable against corrosion, with special attention to the preservation of the container's underside
- Thermally insulated (non-organic) with a smooth, flat outer wall
- Exterior color is RAL 1016 (sulfur yellow), with a 5-year warranty on the preservation
- A nameplate is to be attached to the exterior of the container displaying:
 - o Noctiluca (name FerryBox)
 - o Dimensions (l x w x h) and weight of the container
 - o Year of commissioning
 - o Rijkswaterstaat logo and North Sea Consultation logo EMFAF
 - o The design for the nameplate will be provided by Rijkswaterstaat. The plate will be manufactured/procured and attached by the Contractor
- The container roof is accessible by stairs:
 - o Anti-slip surface on the steps and on the container roof
 - o Bracket to step onto the roof (compliant with occupational health and safety regulations)
 - o Provision for attaching fall protection
- Waterproof cable entry for instruments on the roof
- All equipment and installations on the container's roof must be designed for easy removal to facilitate transport. No permanent fixtures are allowed on the roof that would interfere with the container's mobility or transportability.

3.2.4 Mobility Container

- Although currently only the Zirfaea is eligible for the installation of the FerryBox, the container must be mobile enough to be installed on other vessels as well.
- The container must be equipped with fork sleeves for transportation with a forklift, positioned in such a way that the entire unit remains balanced when lifted.
- The container must be equipped with twistlock fittings at all corners to enable secure lifting and fastening. These twistlock fittings, along with the container's structure, must be capable of supporting a minimum weight equal to the maximum total weight of the fully loaded container, plus an additional safety margin of at least 25% to ensure safe handling during crane lifting operations. The design and placement of these fittings should comply with relevant international standards for container operations.

3.2.5 Water Niche

The container is equipped with a water niche that allows for the intake and discharge of water through the container wall:

- o inlet for tap water
- o inlet for process water to the pump
- o outlet for tap water and process water
- o all incoming and outgoing pipes are fitted with corrosion-resistant quick couplings and are supplied with matching counter couplings.

3.2.6 Electrical Niche

- The container is equipped with an electrical niche that allows for power supply through the container wall:
 - o Wind and waterproof sealing when no cables are connected, cable entry in the door to be covered with an oversized rubber or plastic flap.
 - o 35-meter power cable
 - o Install a normally open contact in the electrical niche for connection to the ship's alarm system. Mount an acoustic alarm on the electrical cabinet, connected to this contact in the niche.

3.2.7 Pump Niche

- The container has a pump niche where the pump is installed:
 - o The pump is placed in the container but is separated from the interior space of the container by the pump niche.
 - o The pump is accessible from the outside of the container. The pump must be easily accessible for maintenance work.
 - o On the outside of the container, there is an access hatch to the pump that can be mounted and removed with toggle clamps.
 - o The niche must be provided with insulation for noise reduction. Minimize vibration and noise from the pump by placing it on vibration dampers.
 - o The suction line of the pump originates in the water niche.
 - o In case of any pump leakage, the leak water must be drained to the outside, without water entering the container.
 - o Install a bypass over the pump so that an external pump can also be connected to the same coupling. Switching to the external pump should be achievable in a simple manner through easily accessible valves.

3.2.8 Container Access

- An electric sliding door on the short side of the container:
 - o with a minimum width of 90 cm and a minimum height of at least 200 cm.
 - o in the upper part, a window with sun-protective glass of the appropriate class
 - o a foot switch on the inside
 - o a push button at hand height on the outside
 - o in case of emergency or malfunction, operable with handles from both inside and outside
 - o lockable with a cylinder lock, provided with at least five keys
- A seaworthy step to be attached to the container, intended for safe entry and exit of the container (NEN1814). The steps must be provided with anti-slip material. The stairs must be made of seawater and corrosion-resistant material and must be easy to assemble and disassemble.

3.2.9 Floor

- A poured floor in the container:
 - o anti-slip effect, easily cleanable, liquid-tight
 - o rising approximately 5 cm up the wall
 - o water drainage with a stainless steel floor drain, sufficient slope towards the drain
 - o joints finished watertight

3.2.10 Interior Layout

- All sensors, instruments, and facilities in the container must be securely fastened for sea conditions.

- A server rack for the ICT system (logging computer and hard drives).
- The Pi-10 comes with a stainless steel frame that should be used for mounting the Pi-10 in the container.
- 10% free space for installation of additional sensors in the future.
- A cabinet for storage of necessary materials such as items frequently needed for cleaning and maintenance, or folders with documentation about the FerryBox that is required on-site. The cabinet should not have excessive space. The contents of the cabinet must be securely fastened. The cabinet door must be able to be securely closed for sea conditions.

3.2.11 Workbench

- The container is equipped with a workbench suitable for setting up small test arrangements.
 - o The workbench height is 95 cm, allowing for standing work.
 - o The depth of the bench should be determined based on the available space in the container.
 - o The workbench is provided with a raised edge.
 - o Sealing between walls and workbench is liquid-tight.
 - o The workbench is equipped with a small sink with taps for process and rinsing water (tap water) at least 45 centimeters above the bottom of the sink to facilitate filling bottles.
 - o 3 double wall sockets
- Near the workbench, an easily accessible eye wash station is mounted in a wall holder with a replaceable bottle.

3.2.12 Electrical Cabinet

- An electrical cabinet is installed in the container to centrally manage and protect all electrical facilities. This cabinet is corrosion-resistant, has lighting that activates when the cabinet is opened, and has 5% overcapacity in space.
- Install an automatic phase sequence switch in the electrical cabinet with indication of whether the phases are present.
- The electrical provisions should be compatible with both shore power and onboard power, using a 5-pin CEE-form connector with a capacity of 32 amperes.
- Safety provisions:
 - o main switch for electrical shutdown
 - o grounding of container and equipment in container
- separate 230 V group for climate control
- 2 double wall sockets
- Contractor will install a UPS in online mode in the electrical cabinet to provide a power reserve in case the ship's main power supply fails, to regulate input current, and to act as a filter against voltage spikes. Contractor will ensure that the UPS specifications match the power requirements of the equipment in the FerryBox and are capable of covering the duration of likely power outages. All sensors, equipment, systems, and computers are connected to UPS power.
- A certified CO₂ fire extinguisher is placed in the vicinity of the electrical cabinet. The extinguisher has sufficient capacity to extinguish a fire in the relevant space with the facilities present.

3.2.13 Cabling

- The placement of pipes, cables, and tubes complies with the applicable safety standards and regulations:
 - o Wiring of the electrical installation must be carried out using lead-free and halogen-free cabling that is fire-retardant. No harmful substances as per the RoHS II directive
 - o Data connections, cables, and connectors are electrically robust enough to function in a ship environment where cabling is routed in close proximity to other power

supplies. If possible, this is demonstrated by compliance with the IEC60533 (or a comparable) standard.

- All pipes, cables, and tubes must be neatly and securely concealed within the designated facilities, such as cable trays or conduits, to ensure a tidy and organized appearance and increase overall safety.
- Cable trays must have 10% space remaining after installation to allow for additional cables.
- A cable numbering list must be created for the cabling, indicating:
 - o cable number
 - o cable type and specification
 - o start and end destination
 - o voltage type
- Connection diagrams must be made for the cable connections. Also, provide information on the connectors to be used.
- Cables are labeled at the beginning and end with their cable number.

3.2.14 Lighting

- LED lighting:
 - o sufficient indirect, non-reflective, and natural-looking artificial light
 - o minimum 500 LUX
 - o splash-proof switch easily accessible upon entering the container
- Emergency lighting E=10 Lux

3.2.15 Climate Control

- The temperature and humidity in the container can be regulated:
 - o For optimal performance of the Pi-10, it is necessary that the temperature in the container is at least 3°C lower than the internal temperature of the Pi-10. The internal temperature of the Pi-10 is set by Plankton Analytics. The contractor should consult Plankton Analytics about this.
 - o Similar margins may apply to other measuring instruments in the FerryBox. Consult the supplier/manufacturer about this.
 - o Consult manufacturers regarding humidity requirements.
- The temperature and humidity in the container are regulated with an HVAC system:
 - o The HVAC system must have sufficient capacity to maintain the desired internal temperature in the container at outside temperatures ranging from -10°C to +30°C.
 - o In case of a power failure, the operation of the HVAC system is ensured via the UPS.
- The temperature in the container and, where necessary, the (internal) temperature of sensors and instruments are monitored.

3.2.16 Engineering drawings

- The contractor will produce a 3D design of the container layout with multiple cross-sections showing how the various sensors, instruments, and systems are placed and secured in the container.
- The contractor will produce detailed drawings of:
 - o the container
 - o the electrotechnical and control engineering provisions including cabling
 - o water circuit including drinking, rinsing, and process water provisions

- The Contractor shall provide all revision drawings that show the progression of the design and the as-built drawings that show the final construction. The revision drawings must be clearly labeled and dated.
- The Contractor is responsible for providing a complete set of documentation supporting the revision and as-built drawings. This documentation includes, but is not limited to, technical specifications, product data sheets, warranty certificates, maintenance instructions, and certificates of conformity.
- The design drawings are submitted as a concept to the Client for review and approval. If these do not meet the stated requirements, the Contractor must implement the necessary corrections within an agreed timeframe.

3.3 Factory and site acceptance test

Before the handover of the FerryBox to Rijkswaterstaat, a factory acceptance test (FAT) and site acceptance test (SAT) will be conducted. The primary objective of the FAT is to rigorously test and verify the correct setup of the FerryBox, ensuring alignment with the program of requirements. The FAT shall be conducted at the Contractor's site. The SAT will be carried out after the installation of the FerryBox on the Zirfaea and will be partially conducted in the harbor when the Zirfaea is docked and partially during (specifically designated or otherwise) boating trips on the North Sea to test the seaworthiness, levels of vibration and operational performance of the FerryBox. The SAT's main goal is to ensure safe installation and optimal performance on-site.

- The Contractor shall develop a FAT and SAT protocol in accordance with the below specified requirements and submit these to Rijkswaterstaat for review.
- The Contractor shall provide a technical drawing and schematic representation of all components (at a minimum the components mentioned in 3.1.1 to 3.1.4) of the FerryBox in their interrelation. One of the objectives of this drawing and representation is that it serves as a framework for the client during the Site Acceptance Test (SAT), providing an overview for the required inspections. The drawings and representation, at a minimum, provide an overview and insight into:
 - o the water flow from inlet to outlet and the associated components and devices;
 - o the placement of sensors and instruments within the container;
 - o components of the ICT system;
 - o secondary systems, instruments, and sensors.

3.3.1 Factory acceptance test requirements

Operational verification

- The Contractor will ensure that all specified sensors, instruments, and systems are installed correctly and operate within the parameters and requirements provided by the manufacturers.
- The Contractor will ensure all sensors and instruments are calibrated.

Issue resolution

- The Contractor will correct any errors identified during the FAT, and retest the affected components or systems.
- Retesting will be conducted before the delivery of the FerryBox to Rijkswaterstaat.

Documentation

- The Contractor will verify the completeness and accuracy of all FerryBox related documentation, including manuals and technical documentation.
- The Contractor will generate a comprehensive FAT report detailing test procedures, results, and corrective actions taken.
- The Contractor shall provide a clear statement confirming compliance with the program of requirements for approval by Rijkswaterstaat.

Reporting and sign-off

- Generate a comprehensive FAT report summarizing the testing procedures, results, and any corrective actions taken.

- The FAT shall be formally concluded with a statement confirming compliance with the specified requirements. This statement shall be signed by the Contractor and approved by the Client.

3.3.2 Site acceptance test requirements

Safe installation

- The Contractor will confirm safe installation and secure positioning of the FerryBox on the deck of the Zirfaea;
- The Contractor will confirm the stability and reliability of the power and tap water supply to the FerryBox;
- The Contractor will confirm the stability and reliability of the (sea) water inlet and outlet;
- The Contractor will verify that all pipes, cables, and conduits are professionally installed and neatly concealed within designated facilities, such as cable trays or conduits, eliminating any potential safety risks.
- The Contractor will ensure the FerryBox's adherence to maritime safety standards and safety protocols on board the Zirfaea.

Equipment verification

- The Contractor will verify that all the equipment has arrived in good operating condition;
- The Contractor will confirm that all materials necessary for service and cleaning are present.

Operational performance and data validation

- The Contractor will validate the operational performance of the FerryBox under actual operating conditions at sea.
- The Contractor will validate all sensor and instrument data to ensure accurate and reliable data collection.
- The Contractor will confirm the proper functioning of data logging, storage and transfer systems within the FerryBox.
- The Contractor will verify the capability for remote monitoring and control of the FerryBox.

Documentation and compliance

- The Contractor will verify that all documentation relevant to the installation and operation of the FerryBox at the site is complete and accurate.
- If applicable (3.4.5.1), The Contractor will conduct instruction sessions for the crew of the Zirfaea on the correct usage and service procedures of the FerryBox.

Reporting and sign-off

- Generate a comprehensive SAT report summarizing the testing procedures, results, and any corrective actions taken.
- The SAT shall be formally concluded with a statement confirming compliance with the specified requirements. This statement shall be signed by the Contractor and approved by the Client.

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3.4 Requirements for the operational phase of the FerryBox

This chapter outlines the services and tasks requested from the Contractor during the operational phase of the FerryBox, focusing on ensuring the continuous delivery of reliable data throughout voyages of the Zirfaea.

The primary objectives of this chapter include:

- Ensuring Operational Continuity
- Ensuring Sensor, Instrument, and System Reliability
- Optimal coordination between the Contractor and Rijkswaterstaat, alleviating the workload on the client regarding the FerryBox operations.

Secondary objectives include:

- Clarity on the tasks and associated costs during the operational phase, and swift processing of invoices
- Ensuring logistical efficiency in maintenance, calibration, and validation tasks

The scope of this chapter encompasses all tasks and services necessary to maintain the FerryBox in optimal condition, thereby ensuring its operational continuity. This shall, at a minimum, include all systems and components of the FerryBox as defined in Chapter 3.1. The aim is to cover every aspect of the FerryBox's operation, from maintenance to data processing.

3.4.1 Operational continuity requirements

The operational continuity of a FerryBox refers to the system's ability to consistently and reliably collect and transmit data throughout its lifecycle.

- The Contractor is required to efficiently plan and execute tasks during the operational phase to minimize costs and system unavailability;
- Inevitable unavailability due to work on or related to the FerryBox is planned (as much as possible) for December and January;
- The Contractor is vigilant in monitoring and reporting recurring complaints, identifying recurring issues, analyzing their causes, and suggesting solutions and improvements. This also includes making recommendations for improvements or providing advice for usage by Rijkswaterstaat based on recurring complaints or issues.

3.4.2 Maintenance requirements

This paragraph describes requirements for preventive maintenance, corrective maintenance, and maintenance record keeping.

3.4.2.1 Preventive maintenance

Preventive maintenance refers to the routine and systematic inspection, cleaning, and replacement of worn parts, materials, and systems. Preventive maintenance is aimed to prevent sudden failures and extend the lifespan of equipment. The goal of preventive maintenance is to reduce the likelihood of equipment breakdowns, increase safety, improve efficiency, and ultimately save on costs associated with repairs and downtime.

- The Contractor is responsible for, and shall provide a service for preventive maintenance of the FerryBox, ensuring systematic inspection, cleaning, and timely replacement of parts, materials, and systems as necessary. This service must be designed to prevent sudden failures, extend the lifespan of the equipment, and optimize operational efficiency and safety.
- The Contractor ensures that the sensors are in optimal condition during periods critical for ecological monitoring.
- From the FerryBox community, there are no known examples of performance indicators that can be used to evaluate the effectiveness of preventive maintenance, and thus they are not employed for the quantitative evaluation of preventive maintenance effectiveness. This subject will, however, be revisited qualitatively in the client-Contractor discussions.
- Should it be determined that repairs cannot be conducted immediately onboard the ship during a port call or voyage, the Contractor is authorized to perform the necessary maintenance at their own facility (or a third party). See paragraph 4.6 for details regarding the transport of FerryBox components.
- If certain tasks or activities prove to be disproportionately time-consuming or costly for the Contractor, or a third party, to perform, the Contractor is permitted, in accordance with the framework 'Minimize Activities for Rijkswaterstaat', to approach Rijkswaterstaat to explore the possibility of utilizing the crew of the Zirfaea for the specific task in question.
- Replacement and maintenance activities for any part or system of the FerryBox must result in the maintained or enhanced performance of the said component or system.
- The Contractor writes a preventive maintenance protocol describing which recurring and predictable routine tasks need to be performed, specifying when and at what expected frequency.
- Rijkswaterstaat provides the Contractor with an annual voyage schedule of the Zirfaea to facilitate the coordination of activities.
- Using the provided schedule of the Zirfaea, the Contractor will develop a detailed one-year schedule for service and maintenance activities, along with a four-year forecast for expected preventive maintenance, culminating in a five-year maintenance plan.
- The detailed one-year schedule must take into account potential challenges identified in schedule of the Zirfaea, ensuring a proactive approach to maintenance planning, such as:
 - Long port calls: possibility of the FerryBox system entering a standby state, which could lead to biofouling.
 - Short port calls: may require staff to travel with the ship to carry out necessary maintenance. In such instances, it is imperative that the service staff possess the requisite qualifications to ensure that the work is conducted effectively and safely.
- The detailed five-year maintenance plan, will be submitted to Rijkswaterstaat for approval in Q3 or Q4 of the preceding year, depending on Rijkswaterstaat's needs. For example, the planning for 2026 will be discussed and submitted for approval in Q3 or Q4 of 2025.
- The Contractor incorporates feedback and requested modifications based on discussions with Rijkswaterstaat into the final five-year plan.

3.4.2.2 Corrective maintenance

Corrective maintenance is the process of identifying, diagnosing, and fixing faults or defects in equipment or systems after they have occurred, with the objective of restoring them to their proper operational condition.

- The Contractor is responsible for providing a corrective maintenance service for the FerryBox. This service must promptly address and repair any identified deviations and defects, with the aim of resuming measurement activities with minimal interruption. The

specific tasks involved in this service will be evaluated and determined on a case-by-case basis by the Contractor, ensuring tailored and effective maintenance solutions are implemented to maintain the FerryBox's operational integrity and reliability.

- Should it be determined that repairs cannot be conducted immediately onboard the ship during a port call or voyage, the Contractor is authorized to perform the necessary maintenance at their own facility (or a third party). See paragraph 4.7 for details regarding the transport of FerryBox components.

3.4.2.3 Maintenance reporting

Comprehensive record-keeping is critical for tracking the performance, maintenance, and overall quality assurance of the FerryBox.

- Every instance of preventive and corrective maintenance performed, including the associated activities, must be thoroughly documented in a Service Report.
- The Service Report is structured to offer a comprehensive maintenance history, facilitate the resolution of potential warranty claims, and aid in the planning of future maintenance activities.
- The Service Report shall include, but not be limited to, the following details:
 - o CIB number(s) and serial number(s);
 - o reason for the service call;
 - o date on which the maintenance activities were carried out;
 - o analysis of the problem encountered;
 - o detailed account of the maintenance work performed, materials used, and labor hours;
 - o justification for any parts taken off-site by the Contractor for maintenance;
 - o evidence of correct functioning post-maintenance (factory and/or site acceptance test, or final inspection);
 - o expected duration of correct functioning until next scheduled maintenance.
- If a registered item is disposed of or reused outside the scope of the Client's control, the Service Report must include proof of proper disposal or the intended purpose of reuse.
- The Service Report must be made available to the Client within five working days following the completion of the maintenance activities.

3.4.3 Calibration and validation

The quality of the data collected by the sensors and instruments is dependent on maintenance (see previous section), calibration, and on validation checks.

3.4.3.1 Calibration requirements

- The Contractor is responsible for ensuring that all sensors aboard the FerryBox are calibrated, either by performing the calibration service in-house or by coordinating calibration with the manufacturer or an accredited third party.
- Calibration of the sensors is performed by facilities holding the relevant accreditation standards (e.g. ISO/IEC 17025).
- Sensors must be calibrated following the guidelines specified in the '[Report on Calibration Best Practices](#)' (Jerico 2014), or, if deviating, with well-justified reasoning.
- The calibration of the Pi-10, CytoSense-C and LabSTAF must be conducted either directly by the manufacturer, or under the manufacturer's supervision.
- Calibration of the sensors and instruments must be conducted every 1-2 years, or as specified by the manufacturer.
- The Contractor is tasked with the organization and management of the calibration process, committed to:
 - o ensuring that the sensors are in optimal condition during periods critical for ecological monitoring;
 - o minimizing downtime;
 - o reducing costs and maximizing operational efficiency through streamlined operations.

3.4.3.2 Validation requirements

- The Contractor is responsible for ensuring the validation of all sensor data, either by conducting the validation processes in-house or by coordinating validation activities with accredited third parties.
- Validation of the sensor data must be conducted in accordance with the relevant quality standards (e.g. ISO/IEC 17025).
- The Contractor must develop and document a comprehensive validation protocol for comparing sensor data from the FerryBox system against reference bottle samples, with specific attention to the following aspects:
 - o The frequency of validation checks to ensure ongoing accuracy and reliability of the FerryBox sensor data.
 - o Specific schedules and preferred locations for (automated) sample collection to ensure a representative range of data for validation purposes.
 - o Time-sensitive handling of samples that are prone to potential deterioration. Establish a strict timeline for the processing of these time-sensitive samples, detailing the maximum allowable time from collection to analysis.

3.4.3.3 Quality assurance logbook

A Quality Assurance Logbook acts as a central document for maintaining all relevant information on calibration and validation, ensuring the quality and reliability of measurements, and demonstrating compliance with required quality standards.

- Reports on calibration and validation must adhere to established quality management standards (ISO 9000 / 9001, ISO/IEC 17025)
- Minimum requirements for the Quality Assurance Logbook:
 - o Full details of each instrument, including type, model, serial number.
 - o Calibration records:
 - When the calibration was performed.
 - Who performed the calibration (individual or organization, including contact information).
 - Details on the standards and reference materials used
 - A detailed description of the calibration procedures used.
 - Results of the calibration, including pre- and post-calibration values, calculated uncertainties, and any identified discrepancy.
 - Schedule of future calibration dates to ensure ongoing calibration maintenance.
 - o Validation records:
 - Description of the methods used for validating the instrument data.
 - Information on samples taken for validation and comparisons with known standards or reference materials.
 - Outcomes of the validation tests, including an assessment of the instrument's performance post-calibration.
 - o Details of any corrective actions taken as a result of the calibration or validation processes.
 - o Signatures of the individuals responsible for conducting the calibration and validation.
- The Quality Assurance Logbook must be made available upon request to RWS and to the persons carrying out the quality control of the data.

3.4.4 Data delivery, quality control and performance monitoring

- The Contractor is responsible for near real-time and delayed quality control of all data. This quality control must be conducted either in-house or by coordinating activities with accredited third parties. Rijkswaterstaat has experience from previous contracts regarding data processing of various monitoring instruments, including the Pi-10 and CytoSense. Given the specialized nature of the data and its applications, consideration should be given

to involving established research institutions that have expertise with such data. Similar arrangements could potentially be made for processing data from the FRRF.

- The Contractor will implement a comprehensive quality control system to monitor the performance of the FerryBox system and to ensure the accuracy, reliability, and integrity of all data collected by the FerryBox:
 - o The Contractor details in a Quality Control Protocol the methodologies to be used and how these methodologies ensure the accuracy, reliability, and integrity of the collected data.
 - o This documentation must include a detailed description and illustration of data flow from collection to storage, including data type and format.
 - o The Contractor's proposed quality control system must be submitted to Rijkswaterstaat for review and approval.
- Insights gained from the data quality control process should directly inform the scheduling and execution of service and maintenance activities, ensuring the system operates within its optimal parameters.
- To facilitate the discussion on the allocation of quality control responsibilities, the Quality Control (QC) Framework as defined by SMHI ([Jerico, WP 10.3](#)) is utilized as a reference framework below.
 - o QC Level 0: Raw data collected is stored without modifications.
 - o QC Level 1: Automated initial quality control is applied to raw data to identify and exclude data points that deviate from expected ranges due to statistical anomalies or incorrect readings, especially when juxtaposed with housekeeping parameters.
 - o QC Level 2: A detailed analysis is conducted, comparing automated measurements against validation samples and historical data relevant to the specific geographic area and season.
 - o QC Level 3 involves an annual comprehensive review of the data set.

Given the involvement of research institutions working for Rijkswaterstaat in this process, the Contractor is required to:

- o Engage in discussions with Rijkswaterstaat to determine the scope of involvement in QC Level 3.
- o Coordinate efforts with RWS and possibly other research institutions to ensure a seamless and integrated approach to the annual comprehensive review of the data.
- The Contractor is responsible for the delivery of the data collected by the FerryBox within 7 days of collection, ensuring both near real-time and delayed quality control of all data. The delivered data should include the raw data, the initial near real-time quality-controlled data and the more thoroughly processed data resulting from delayed quality control procedures.
- The data will be accessible to the oceanographic community only following the publication of the associated research by Rijkswaterstaat.
- The Contractor maintains comprehensive records of all quality control activities in the Quality Assurance Logbook, encompassing both the methodologies applied and the outcomes of such analyses.

3.4.5 Execution and coordination of work activities

This section outlines the procedures and guidelines for conducting and coordinating work activities on the Zirfaea. It details the requirements for obtaining permissions, qualifications of personnel, and the approach towards minimizing the workload for Rijkswaterstaat.

3.4.5.1 Reducing workload Rijkswaterstaat

- The principle regarding operational, maintenance and service activities related to the FerryBox is that Rijkswaterstaat and the crew of the Zirfaea are to be relieved as much as possible.
- To meet this, the FerryBox must operate as autonomously and automatically as possible and be remotely controlled and managed by the Contractor.
- Tasks and activities that cannot be automated or performed remotely are carried out by the Contractor or a third party. Third parties are contracted and managed by the

Contractor after consultation with Rijkswaterstaat. The Contractor retains final responsibility for tasks performed by third parties.

- If it costs disproportionately much time or money for certain tasks to be performed by the Contractor or a third party, the Contractor may approach Rijkswaterstaat to explore whether the crew of the Zirfaea (who largely work for market parties) can be deployed for the specific task. The following conditions apply:
 - The task should not significantly demand time and effort from the crew;
 - The task is simple and can be performed routinely;
 - The task matches the crew's level of education; no (additional) training is required to perform the task.
 - The Contractor must be reachable by phone when support is requested during a voyage for task execution;
 - In a request to Rijkswaterstaat to have a task performed by the crew of the Zirfaea, the above points are addressed.
 - Rijkswaterstaat reserves the right to refuse;
 - If there is an agreement to allocate a task to the crew, the Contractor writes a clear protocol describing the task execution step by step. Where necessary, these steps are supported with visual information such as photographs or schematic views. The protocols are physically present in the FerryBox (A4, laminated, in a folder)
 - Such protocols are first reviewed by Rijkswaterstaat before being provided to the respective crew members.
 - The Contractor provides instructions to the relevant crew members for the first use of the FerryBox on location. New crew members taking over a task are also instructed on location by the Contractor.

3.4.5.2 Onboard Work Activities on the Zirfaea

- If it is necessary for the Contractor or a third party to perform work activities on the FerryBox during a voyage of the Zirfaea, explicit permission is requested from Rijkswaterstaat.
- Ensure all personnel involved in work activities on the FerryBox possess the necessary training and qualifications. Documentation of these qualifications must be submitted, together with the work plan, to Rijkswaterstaat for approval.
- Also, in advance, provide a list of all individuals who will perform work on the FerryBox, detailing their roles and qualifications, as an annex to both the Maintenance Protocol and Quality Assurance Logbook.
- Adhere to defined safety standards and emergency procedures specific to onboard work activities.
- Coordinate with Rijkswaterstaat to schedule work activities, ensuring minimal disruption to the vessel's operations. This includes:
 - Submitting a comprehensive work plan to Rijkswaterstaat for approval at least 6 weeks before the planned start of any work with a predictable nature.
 - Identifying optimal windows of opportunity for conducting work that align with the vessel's operational schedule and monitoring goals of the FerryBox.
 - Creating and agreeing upon contingency plans for any delays or schedule changes.

3.4.5.3 Compliance and regulations

Ensure all work activities comply with relevant maritime, safety and environmental regulations. This includes obtaining necessary permits, adhering to environmental protection guidelines, and ensuring work does not impact marine life or water quality.

3.4.6 Costs and billing specifications

3.4.6.1 Transparent pricing for FerryBox Service costs

- The Contractor is required to compile a detailed and transparent Price List to justify the costs associated with the requested services. This list, together with the maintenance, calibration, and validation procedures, will help Rijkswaterstaat estimate the annual service costs for the FerryBox.
- The Contractor is required to determine the scope of the corrective maintenance on board the Zirfaea (during a port call), before the maintenance is performed.

- If the estimated scope is less than €5,000 excluding VAT, the maintenance can be carried out immediately without coordination with Rijkswaterstaat.
 - When the costs exceed the threshold amount of €5,000 excluding VAT, approval from Rijkswaterstaat must first be obtained.
 - This coordination is done with a maintenance proposal that includes a cost specification.
 - If this coordination cannot take place immediately, the Contractor will cease the work on board the Zirfaea and send a maintenance proposal with cost specification to Rijkswaterstaat within five working days.
 - Costs not specified in the maintenance proposal are not eligible for reimbursement.
- In the event that a specific service is expected to be performed by a third party, an initial estimate of the costs is made. After contracting a third party, this estimate can be refined.
 - The Price List shall be updated annually prior to the annual Contractor-client consultation, or whenever it becomes apparent that the cost of a service consistently deviates from the listed price. Rijkswaterstaat will be notified of any changes to the price list.

3.4.6.2 Billing and invoicing

- Invoicing occurs immediately after execution of the service activity.
- The Contractor intends to use the Price List as the basis for billing as consistently as possible, yet billing will reflect the actual costs incurred.
- To approve an invoice, Rijkswaterstaat requires documentation of the provided service, which can be an entry in the Service Report or Quality Assurance Logbook.
- If a third party is required for performing a specific task related to the FerryBox, they will be hired by the Contractor. Following a (positive) assessment of the work provided by the third party, the Contractor may invoice the costs to Rijkswaterstaat.
- Costs incurred by the Contractor related to the assignment of the third party can be charged to RWS.

3.4.7 Transportation for offsite service activities

- The Contractor ensures the reliable and efficient transport of the FerryBox (components), reducing costs and maximizing operational efficiency through streamlined operations.
- The Contractor is liable for any damage, theft, or loss of systems and/or components owned by Rijkswaterstaat at times when they are in possession of them. The Contractor must act as a good custodian of the systems by handling, transporting, and storing them carefully and under controlled conditions. Additionally, the Contractor ensures that adequate measures are taken in the work processes against damage, theft, and loss, and during handling by manufacturers, third parties, or transporters.
- The Contractor provides Rijkswaterstaat with detailed updates on the status and location of FerryBox components when they require servicing at a location other than onboard the Zirfaea. Rijkswaterstaat wishes to be informed with a transport overview about:
 - o the parts to be transported, including CIB numbers and serial numbers;
 - o date and time of sensor/instrument retrieval from the FerryBox;
 - o the number of packaging units (e.g., transport cases, crates);
 - o the destination of the transportation;
 - o expected date of arrival;
 - o the expected completion date of the service activity;
 - o details regarding the return shipment;
 - o the scheduled date for reinstallation.
- The Contractor independently coordinates the pickup or delivery address and time with the contact person at Rijkswaterstaat (see section 3.4.8).

3.4.8 Communication and feedback in the operational phase

3. The Contractor will organize an annual meeting with Rijkswaterstaat in November or December to evaluate the preceding year and plan for the upcoming year.
4. The following documents will serve as the input for the session:
 - o Service Report (3.4.2.3, provided by Contractor)

- o Quality Assurance Logbook (3.4.3.3, provided by Contractor)
 - o Maintenance Plan (3.4.2.3, provided by Contractor)
 - o Price List (3.4.6.1, provided by Contractor)
 - o Voyage Schedule Zirfaea (provided by Rijkswaterstaat)
5. It is required that these documents will be approved by Rijkswaterstaat during the meeting, especially concerning plans for the upcoming year.
 6. The Contractor is responsible for drafting and coordinating the agenda with Rijkswaterstaat. Rijkswaterstaat will receive the draft agenda and preliminary documents 20 working days prior to the annual meeting. Rijkswaterstaat is required to provide feedback on the draft agenda and, if necessary, on the preliminary documents within 5 working days. The final agenda will be sent to the participants 8 working days before the meeting.
 7. After the annual meeting, the Contractor must prepare a draft report and send it to Rijkswaterstaat within 10 working days. Rijkswaterstaat will review it and suggest changes within 5 working days. The Contractor will then update the report based on these suggestions and send the final version to the meeting attendees within another 5 working days.
 8. Additionally, the Contractor will set up more frequent, periodic meetings to concentrate on operational issues related to performance, maintenance, validation, calibration, and data quality.
 3. The frequency of the periodic meetings is determined during the annual meeting and can be adjusted during the year if necessary, following coordination with Rijkswaterstaat.
 4. The Contractor is responsible for drafting and coordinating the agenda with Rijkswaterstaat. Rijkswaterstaat will receive the draft agenda and preliminary documents no later than 10 working days before the meeting. Rijkswaterstaat is required to provide feedback on the draft agenda and, if necessary, on the preliminary documents within 3 working days. The final agenda will be sent to the participants no later than 5 working days before the meeting.
 5. The Contractor will send the draft report to Rijkswaterstaat within 5 working days after the meeting. Rijkswaterstaat will review the report and suggest changes within 3 working days. The Contractor will then update the report based on these suggestions and send the final version to the meeting participants within 2 working days.
 6. The contact details for all relevant persons within Rijkswaterstaat will be provided after the awarding of the contract. Until then, inquiries regarding content will be directed to Ronald Rense. Inquiries regarding the tendering project will be handled by Carolina Correa Jaramillo.

3.4.9 EMFAF

Rijkswaterstaat is submitting an application for EMFAF subsidy for the FerryBox project. The (potential) granting of this subsidy is linked to the successful and complete execution of this project by the Contractor. The correct compliance with the entire Program of Requirements in this specification forms the basis for this. Failure to comply, incomplete compliance, or incorrect compliance with these requirements by Contractor may have financial consequences for Rijkswaterstaat. If you have any questions during the execution of this project, or if there are problems with compliance with the EMFAF requirements, please contact the project manager at Rijkswaterstaat.

Requirements following from EMFAF:

- Reports must be prepared in the house style of the Contractor.
 - o The title page must clearly state: Co-funded by the European Union.
 - o The European Union logo must be included on the title page. You can download the logo [here](#). The use of the EU logo in the context of EU programs from 2021 to 2027 is described in [this document](#). (website links see Appendix C)
- Subsidization from the EMFAF requires active communication about the FerryBox project. The guidelines and activities for this communication are laid down in the provided communication plan. Rijkswaterstaat bears responsibility for implementing this communication plan. Contractor is expected to cooperate with the guidelines and activities in the communication plan.
- Changes to the project may affect the allocation of EMFAF subsidy to Rijkswaterstaat and are only permitted after approval from Rijkswaterstaat. A change must always be based on a situation of force majeure or on a current development that necessitates an adjustment

to the project. Examples of changes are extending of the project duration, withdrawing an assignment or adding a new/additional assignment. In such instances the Contractor justifies to Rijkswaterstaat the necessity to modify the research. Rijkswaterstaat submits a change request to RVO (Rijksdienst Voor Ondernemend Nederland/ subsidizing institution). The response follows within 8 weeks.

3.5 Requirements relating to the prices/rates

- 3.5.1 The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the appendix entitled 'Prices/Rates'.

3.6 Tax-related requirements

- 3.6.1 The Tenderer indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (*Belastingdienst*) or other tax authorities.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.
- 3.6.5 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.
- 3.6.6 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.

3.7 Invoicing requirements

- 3.7.1 The following payment schedule applies:

Payment post	Package	Product to be provided	Deadline date	Financial value of the payment item (excl. VAT)
10	Design and Engineering	• engineering and detailed drawing of container and electricity facilities. • engineering and detailed drawing of water circuit. • sensor selection with RWS. • engineering sensor and instrument system. • engineering and description of ICT system.		€ ...

20	Purchase materials	• materials container • materials water circuit		€ ...
30	Purchase of sensors and ICT:	• sensors • IT		€ ...
40	Construction and Factory Acceptance Test (FAT)	• build container • build water circuit • installation of sensors and instruments • ICT installation • FAT • delivery of logs and protocols		€ ...
50	Site Acceptance Test (SAT)	SAT		€ ...
60	Annual costs for operational phase up to and including 2030. Operational costmanagement, maintenance, calibration and validation.	• Call-out costs and travel costs. • Hourly rates for regular preventive maintenance at the location of the Client and Contractor. • Hourly rates for corrective maintenance (resolving malfunctions) at the Client's location. • Hourly rates for performance monitoring, data quality control, reports and consultation. Price per year		€ ...
Total order amount				€ ...

3.7.2 Invoicing

E-invoicing

The Contractor will submit invoices electronically (e-facturation) through 3rd party services provided by Logius. For more information on e-facturation, please consult the website of Logius www.logius.nl/diensten/e-factureren/.

3.8 Requirements relating to social conditions

3.8.1 The Tendering Authority conducts a policy of sustainable procurement. The conditions of this policy apply to the execution of the assignment. The conditions are specified in the 'Requirements relating to Social Conditions' annex 2. By submitting a Tender, you agree to these conditions.

4. Requirements concerning the Tenderer

4.1 Introduction

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

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

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

4.2 Exclusion Grounds

You can find the 'European Single Procurement Document' within the invitation to tender in TenderNed. In this document, you will find the following Exclusion Grounds:

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

Go to the invitation to tender in TenderNed, select 'Answers to Requirements' and then tick 'Yes' or 'No' for the 'Tenderer's Statement' requirement.

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

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

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

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

The evidence consists of:

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

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.

Please refer to <https://ec.europa.eu/tools/ecertis/search>

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

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 Reference data (technical qualifications)

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

Technical and professional competence

The Tenderer demonstrates his technical and professional competence by having, within a period of six years prior to the date of publication of this tender, expertise and experience in:

- design, build and install at least one FerryBox;
- experience in maintaining at least one FerryBox

For a minimum of one and a maximum of three project(s) / reference assignment(s), the tenderer must provide the following information:

- name and location of the project (the same projects may be mentioned for 'design, build and install' and 'maintenance'),
- duration of the project,
- client,
- global specifications of the FerryBoxes,
- description of services provided for the FerryBox(es) that the tenderer has maintained,
- A reference per mentioned project from the relevant client (100-200 words).

Quality management system

The tenderer is in possession of ISO 9001 or an equivalent quality management system.

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

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within six 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.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

4.3.2 Quality assurance (technical qualifications)

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

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

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

Compliance with these quality-control requirements can be demonstrated by means of:

- A description (max. two A4 sides, either single or double-sided) of the quality-assurance system in place at your organisation, which demonstrates that this system is at least equivalent to a certified quality-assurance system. The subsection 'Quality Assurance' explains what is meant by the term 'equivalent'. Your description must address all the points specified in this subsection and demonstrate the system's equivalence or more.

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

4.4 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 Section 3.

5.2 Quality criteria

5.2.1 Award criteria relating to Quality

A maximum of 1.659.000 points can be obtained for your response to the Quality award criteria, conform Annex 7. The total points score is calculated based on the estimate made for this Assignment and a weighting of 30% price and 70% quality.

In an action plan (maximum 15 pages in A4 format, excluding attachments), the Tenderer clearly describes how the following aspects will be implemented:

Max. no. of points available	Assessment aspects
400.000	Working Method, Step-by-Step Plan, Management and Maintenance in the Operational Phase: Tenderer writes a step-by-step plan for the phases of design, construction, installation on Zirfaea, testing and maintenance of the FerryBox after commissioning. This approach addresses the requirements in H4 of the PoR and contains information about response times with regard to emergency repairs. This is a general description. The actual maintenance plan is one of the deliverables of this Assignment.
600.000	Project team and qualifications: The tenderer describes the extent to which different roles are deployed, with the associated responsibilities of each team member and the contribution to the whole (with associated qualifications, certifications and experience within comparable projects) to deliver the FerryBox on time and with the required quality.
550.000	Planning and Ensuring Deadlines: The tenderer describes how he will achieve or improve the desired schedule. The Tenderer must: • Submit a detailed schedule that includes the design, production, testing and delivery of the FerryBox. • Demonstrate that it has sufficient capacity and resources to meet the schedule, including qualified personnel and sufficient production facilities. • Submit a risk management plan identifying potential delays and describing measures to manage these risks.
109.000	Sustainability: The Tenderer describes which measures will be taken to take into account and contribute to 1) Energy & Climate, 2) Environment & Living Environment, 3) Welfare & Health, 4) Social return when carrying out this Assignment.

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

The Tenderer must submit a detailed and transparent cost statement (Annex 3 Registration State), which includes the costs for all phases during the lifespan of the FerryBox based on the current price level:

Nr.	Service / products	
1	Design and Engineering	• engineering and detailed drawing of container and electricity facilities. • engineering and detailed drawing of water circuit. • sensor selection with RWS. • engineering sensor and instrument system. • engineering and description of ICT system.
2	Purchase materials	• materials container • materials water circuit
3	Purchase of sensors and ICT	• sensors • IT
4	Construction and Factory Acceptance Test (FAT)	• build container • build water circuit • installation of sensors and instruments • ICT installation • FAT • delivery of logs and protocols
5	Site Acceptance Test (SAT)	SAT
5	Annual costs for operational phase up to and including 2030. Operational costmanagement, maintenance, calibration and validation.	• Call-out costs and travel costs. • Hourly rates for regular preventive maintenance at the location of the Client and Contractor. • Hourly rates for corrective maintenance (resolving malfunctions) at the Client's location. • Hourly rates for performance monitoring, data quality control, reports and consultation.

5.4 Assessment method for qualitative award criteria

The tenders will be assessed and the final contract awarded on the basis of the award criterion 'Most Economically Advantageous Tender (MEAT/EMVI) - Best Price-Quality Ratio (BPQR). To determine which tender is the most economically advantageous based on the Best Price-Quality Ratio, the tenders are assessed in accordance with the assessment procedure included in the section below.

The contract will be awarded to the tenderer who has submitted the most economically advantageous tender based on the Best Price-Quality Ratio, on the condition that the tenderer has submitted a valid tender, has demonstrated compliance with the requirements set in the Request for Tender and otherwise does not need to be disqualified from being awarded the contract. In assessing which tenderer has submitted the most economically advantageous tender, the criteria are used as referred to in the 'Table MEAT-BPQR criteria for Request for Tender' (Annex 7 Tabel MEAT-BPQR/EMVI-BPKV).

This table lists the maximum quality value to be awarded per sub-criterion during a consensus meeting by the assessment team. The result of the calculation in the spreadsheet is the 'Notional

tender price'. This is obtained by reducing the tender price with the 'Total quality value'. The tender with the lowest notional tender price based on this spreadsheet will have the most economically advantageous tender on the basis of the Best Price-Quality Ratio (BPQR).

If two or more tenders have an equal and lowest notional tender price, the tender with the highest total quality value will be the most economically advantageous tender. If, in that case, the total quality value is also equal, the decision will be made by drawing lots.

The information submitted in the package will be assessed by means of 'direct assessment', regarding the above quality criteria. The assessment will be conducted by an assessment team consisting of experts in the field or sub-fields to be indicated.

A rating is given for each criterion or sub-criterion for which the maximum quality value has been made clear. A rating of 10 is the maximum quality value. For the rest, the link between 'rating' and 'quality value obtained' is linear. The table below contains an overview of the ratings with the corresponding quality values. In the table below, 'Valuation' describes which degree of 'added value' corresponds with a certain rating.

During the assessment, the assessment team will link the rating, valuation and quality value as follows for all quality criteria:

Rating	Valuation (degree of added value)	% of maximum quality values
10	Excellent (very high degree of added value)	100
9	Very good (significant added value)	75
8	Good (very satisfactory to substantial added value)	50
7	Reasonable (sufficient added value)	25
6	Neutral (little to no added value)	0
5	Unsatisfactory (partly inadequate/adverse/dangerous)	- 25
4	Very unsatisfactory (very inadequate/adverse/dangerous)	- 50
3	Poor (severely inadequate/adverse/dangerous)	- 75
2	Very poor (extremely inadequate/adverse/dangerous)	- 100

5.5 Complaints in Relation to the Tendering Procedure

The Contracting Authority has set up a complaints desk in accordance with the advice 'Complaints procedure for contract tendering'^[1]. Complaints in relation to the tendering procedure can be submitted to the Central Contract Tendering Complaints Desk of the RWS at the following email address: klachtenmeldpunt@rws.nl.

Complaints can be made in relation to non-compliance with statutory regulations or violations of the general principles of contract tendering.

A complaint must be submitted in writing, and must give a clear description of the aspect of the tendering procedure which the complaint relates to and the reasons for the complaint.

A complaint will be dealt with by officials who are expert in the relevant field, and who are not involved, nor will be involved, in this tendering procedure.

A complaint will be dealt with as quickly as possible; the complainant will be notified of this. The submission of a complaint will not have any suspensory effect, and will not change the circumstance that a Candidate must make a formal objection on time, or start legal proceedings on time if and insofar this is necessary or relevant.

^[1] For more information about the complaints desk and the advice 'Complaints procedure for contract tendering', see the website of RWS. Go to: "www.rijkswaterstaat.nl/zakelijk", and then select: Zaken doen met Rijkswaterstaat > Inkoopbeleid > Aanbesteden > Klachtenmeldpunt aanbesteden.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

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

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tender that does not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio.

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the Quality criterion. In the event that the highest scoring Tenderers also achieve an equal score for this criterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of

one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such a case, the Tendering Authority will inform every Tenderer of this situation. The Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

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

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. 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):

Carolina Correa Jaramillo Carolina.correajaramillo@rws.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 18:00 CET on 0800-8363376 or via servicedesk@tenderned.nl. You can also consult [TenderNed voor ondernemingen | TenderNed](#) or [TenderNed for foreign businesses | TenderNed](#).

7.3.2 eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit [eHerkenning gebruiken voor TenderNed | TenderNed](#) for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.3.3 Questions and additional information / changes

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

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

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

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [Vragen stellen in aanbesteding aan aanbestedende dienst | TenderNed](#) or [English | TenderNed](#).

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

Answers from the Tendering Authority

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

Information meeting

The Tendering Authority will organise an information meeting during which you will also have the opportunity to ask questions. All Tenderers will receive confirmation of the answers. These answers are an integral part of this Tender document.

The information meeting will take place at via teams on Monday October 28th, 13.00 pm.

If you wish to attend the teams meeting, then we kindly request you to send an email via TenderNed no later than October 24th, 11.00 am., stating the email address to be used for this purpose.

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 takes 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 Infrastructure and Water Management, Department of Waterways and Public Works (Rijkswaterstaat), Water, Traffic and Living Environment (Water Verkeer en Leefomgeving), the directory of Security and Water. That requires significant effort from our own employees, but also from our suppliers. You can read more about it in this concise guide.

7.3.11 Inconsistencies and objections

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

7.3.12 Complaints procedure

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

7.3.13 Dispute resolution

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

7.3.14 Submission of the Tender

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

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

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

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

7.3.15 Structure and content of the Tender

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

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

Subject	Description	Action required from tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Annex 2	Requirements relating to social conditions	Add to TenderNed
Annex 3	Code requirements and specifications	Add to TenderNed
Annex 4	Registration Ticket	Add to TenderNed
Annex 5	Registration State	Add to TenderNed in the 'Prices' tab page
Annex 6	Concept Service Contract	Add to TenderNed
Award criteria	A separate response to each assessment aspect of the Tendering Authority's award quality criteria chapter 5.2.	Add to TenderNed in the 'Quality' tab page
Reference data	Reference data Technical qualifications chapter 4.3.1. In a document of maximum half an A4 the summarised to demonstrate the experience of the researchers.	Add to TenderNed

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

7.3.16 Legally binding signature

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

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

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

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

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

7.3.17 Submission of a Tender in collaboration with other organisations

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

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

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

Tendering as a consortium

If a Tender is submitted by a consortium, then:

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

Submitting a tender as a principal contractor together with subcontractors

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

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

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

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

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

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 and/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 explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.3.22 Contract conditions

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

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to

the (possibly amended) Contract(s). Only the definitive Contract(s) will apply during the execution of the assignment.

7.3.23 Explanation and verification of the Tender

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

7.3.24 Request for supplementary information concerning the Tender

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

7.3.25 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. The summons must be served within 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

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

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

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

Annex 1: European Single Procurement Document (UEA)

Annex 2: Requirements relating to social conditions

Annex 3: Code requirements and specifications

Annex 4: Registration Ticket

Annex 5: Registration State

Annex 6: Concept Service Contract

Annex 7: Table MEAT-BPQR / EMVI-BPKV

Annex 8: ARVODI-2018 EN-US

Annex 9: ARVODI-2018 explanatory notes EN-US

Appendix A

Appendix B

Appendix C