

Clarification Memorandum for the Public Tender

Fish Finder

Stichting NWO-I, Koninklijk NIOZ



Koninklijk Nederlands
Instituut voor
Onderzoek der Zee

1. Information Memorandum (Nota van Inlichtingen)

In the context of the European procurement procedure "Fish Finder" on behalf of Stichting NWO-I, Koninklijk NIOZ, the questions below have been submitted. Other Selected Candidates may have raised the same questions when preparing their Tender. For the sake of completeness and to promote the objectivity and transparency of the procedure, please find below the questions asked (anonymized by the Contracting Authority) together with the corresponding answers. To the extent that this memorandum contains changes and/or additions relative to earlier documents, these changes and/or additions shall prevail. This text forms an integral part of the Tender Documents, as also set out in the Descriptive Document.

Question	Answer
In the Descriptive Document, Annex G is provided as a template related to the qualitative submission; however, it is not explicitly described how tenderers are expected to structure and present their written tender submission. Could the Contracting Authority please clarify the intended role of Annex G and provide guidance on the expected structure, format, and content requirements for the qualitative proposal?	Descriptive Document, a mandatory part of the Tender in which the Tenderer must provide its answers to the three qualitative award criteria. The division into three sections (Q1, Q2 and Q3), each to be answered starting on a new page with a maximum of 2 pages per section, is fixed in Annex G itself . In response to this question, the Contracting Authority clarifies the following regarding formatting within the sections: Within each section, the Tenderer is free to choose its own text structure, sub-headings and bullet points, provided that the fixed page layout, the font (Verdana, at least 9 pt) and the line spacing (at least 12 pt) set out in Annex G remain unchanged. Tables and diagrams within the existing pages of Annex G are permitted. The prohibition on "adding own attachments" refers exclusively to separate documents added to the response form, and not to graphical elements placed within the existing pages of Annex G. This clarification does not alter the award criteria, their weighting, or the assessment methodology. The content elements on which the Tender will be assessed are set out in paragraph 7.2 of the Descriptive Document and remain unchanged. This clarification will be published to all Tenderers simultaneously via the Information Notice, in accordance with Article 2.54 of the Public Procurement Act 2012 and the principle of equal treatment under Article 1.15. It does not constitute a substantial modification of the contract within the meaning of established case law, since it affects neither the pool of candidates that could have participated, nor the outcome of the award, nor the economic balance of the contract.

Question	Answer
The Concept Agreement states that "The Contractor shall bring the System into operational condition for the SAT in accordance with the technical and functional specifications." However, the tender documents do not further describe the intended scope and execution of the Site Acceptance Test (SAT). Could the Contracting Authority please elaborate on what activities, deliverables and performance demonstrations are expected as part of the SAT, including the location where the SAT is to be performed and whether any offshore activities or operational deployment of the system form part of the acceptance procedure?	The SAT is contractually defined in Article 1.6 of the Concept Agreement as "the acceptance test carried out on-site to verify that the System meets the agreed specifications". The execution sequence is set out in Article 3: Following delivery, the Contractor installs the System at the deployment site, including frame integration, transducer mounting, and rigging of the acoustic release mechanism (Art. 3.5). The Contractor brings the System into operational condition for the SAT in accordance with the technical and functional specifications (Art. 3.6). Immediately after this operational handover, the SAT commences (Art. 3.7–3.8). Upon successful completion of the SAT, the System is accepted by signature of the acceptance declaration (Annex C) by both Parties (Art. 3.9). The SAT therefore takes place at a location to be mutually agreed upon between the Parties, rather than at the quayside or in a factory environment, and inherently includes the offshore installation and operational deployment of the System — this follows directly from the contractual description "on-site" and the sequence installation → operational condition → SAT (Art. 1.6, 3.5–3.8). The SAT is conducted at the location to be mutually agreed upon in consultation between the Contracting Authority and the Contractor, whereby both Parties jointly coordinate the location, scheduling, execution, and evaluation of the test. The acceptance declaration in Annex C confirms that "the System has performed in accordance with the Specifications," either unconditionally or, where applicable, conditionally accepted subject to conditions recorded in an attached annex.

Question	Answer
The tender documents refer to a Site Acceptance Test (SAT) and the in-situ deployment of the system. However, the intended scope of the Contractor's operational responsibilities is not further defined. Could the Contracting Authority please elaborate if any deployment-related activities are expected to be included within the scope of this contract, and if so what these activities do include? Thinking off any offshore installation, deployment, recovery, maintenance and redeployment activities? In addition, if deployment activities form part of the contract scope, could the Contracting Authority indicate the anticipated number of deployments during the project?	In response to this question, the Contracting Authority clarifies the scope of on-site responsibilities as follows. "Deployment," for the purposes of this contract, comprises the periodic on-site recovery, maintenance, recalibration and redeployment of the System throughout the term of the Agreement, carried out in cooperation between the Contracting Authority and the Contractor, with the following division of tasks: The Contracting Authority provides the vessel and logistical execution of the physical recovery and redeployment of the subsea frame at the rifHerstel XL site. The Contractor performs the technical work during these on-site sessions: recalibration of the transducers, inspection and restoration of the antifouling treatment, battery replacement, data retrieval, and quality control of the system configuration prior to redeployment. Both Parties shall coordinate the scheduling of these sessions within the servicing interval of a minimum of 6 months, as set out in the Descriptive Document (para. 2.1.1). This cooperation leaves the provisions of Article 3.5–3.9 of the Concept Agreement regarding delivery, installation and the Site Acceptance Test unaffected . The allocation of liability during joint on-site activities remains governed by Article 11 of the Concept Agreement.

Question	Answer
The Descriptive Document specifies an operational depth of "≥40m"; however, the intended operational depth range and potential deployment locations are not further defined. Could the Contracting Authority please elaborate on the expected operational depth envelope and sites, including the anticipated minimum and maximum water depths in which the system is expected to operate, and any operational or environmental constraints associated with the location of the offshore campaigns?	The system shall have an operational depth rating of up to 40m. Deployment will take place in Dutch coastal waters.